275.

SUPREME COURT OF THE UNITED STATES.

No. 103.

ELIZABETH MOORE, Complainant and Appellant,

vs.

RAY GREENE AND BENJAMIN W. HAWKINS.

APPEAL FROM THE CIRCUIT COURT UNITED STATES FOR THE DISTRICT OF RHODE ISLAND.

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IN EQUITY.

ELIZABETH MOORE,

vs.

RAY GREENE AND BENJAMIN W. HAWKINS.

Be it remembered, that, on the thirtieth day of October, A. D. 1851, the following Bill in Equity was filed in the Clerk's Office of the Circuit Court of the United States for the Rhode Island District.

UNITED STATES OF AMERICA, RHODE ISLAND DISTRICT, SC.

November Term, A. D., 1851.

To the Judges of the Circuit Court of the United States, for the District of Rhode Island:

Elizabeth Moore, of Genoa, in the county of Cayuga, and State of New York, a citizen of said State, Widow, brings this, her bill, against Ray Greene and Benjamin W. Hawkins, both of Johnston, in the county of Providence and State of Rhode Island, Yeomen, and citizens of the State of Rhode Island.

And thereupon your oratrix complains and says that her great-grand-father, John Manton, late of Johnston, in the county of Providence and State of Rhode Island, died, on or about the sixteenth day of March, 1767: that he had issue three children, viz.—Anna, Mehitabel and Phebe Manton; Anna intermarried with Benjamin Waterman; Mehitabel with Joshua Greene, and Phebe with Ephraim Pearce, all of said Johnston; that Anna Waterman died before her father, leaving issue two infant daughters, Lydia and Betsy Waterman, and that the said Mehitabel and Phebe, both survived their said father; That Lydia Waterman, on the 2d day of March, 1772, intermarried with Stephen Thornton, of said Johnston, and died December 31st, 1787, leaving issue four children, surviving, William, Benjamin, Anna and Patience Thornton; that Anna Thornton intermarried with Christopher Wilkinson, hereinafter referred to;

And that Betsy Waterman, on the day of 17 intermarried with Daniel Carpenter, of said Johnston, and died leaving issue three children; viz.—Hezekiah, Phebe and Elizabeth, your orator; that Hezekiah died without issue; That Phebe Carpenter intermarried with Zephaniah Chaffee, and had issue one or two children, who, as she is informed and believes, also died, while minors and without issue, leaving your oratrix, the only surviving child and heir at law of her mother, Betsy Carpenter, also deceased;—That when an infant of tender years, her father and mother, Daniel and Betsy Carpenter, removed from the State of Rhode-Island into the State of New York, where they resided until their respective deaths; and that she has ever since resided, and still does reside in said State, and for more than years was the wife of Moore, who long since deceased:

Your oratrix further shows, as she has been lately informed and discovered, that the said John Manton, in his life time, was seized and possessed of divers large tracts of lands in the Colony of Rhode-Island and elsewhere in New England, of great value; One tract or parcel whereof, situate in said Johnston, and called his homestead Farm; and one other parcel in Glocester, in said county of Providence, "at a place *Absaloni Miscock*," containing upwards of twelve hundred acres; that the said John Manton being infirm by age, as she is informed and believes, was induced by his son-in-law, Joshua Greene, to make a lease of said lands at Absaloni, either for years, or for his life, to him, the said Joshua and Mehitabel his wife, and accordingly, on the 17th day of January, 1757, made and executed the supposed lease; which he afterwards found to be a clear deed of all his right, title and interest, in and to his Absaloni lands; and that thereupon the said John Manton complained that the said Joshua had obtained said deed under false pretences and representations made to him, and demanded the same to be given up and cancelled; but the said Joshua refused to give up the same unless he the said John would make and execute to him and his wife a deed of gift of two hundred acres, to bear even date with the aforesaid deed; that in consideration of the premises, and for the purpose of regaining the residue of said lands and the surrender of said deed, the said John was compelled to comply with the said Joshua's Terms; and did make a deed of gift to him and his wife, of two hundred acres of said lands, bearing even date with the deed surrendered and cancelled, comprising the Northerly and North-easterly part of said tract, and she avers that said deeds were unfairly obtained under false and fraudulent pretences and circumstances of circumvention and duress. See extracts of said deeds numbered 1–2 annexed, and made part of this bill.

Your oratrix further represents, that in and by said deed first above-mentioned, the said Joshua and wife, entered into possession of all the *Absaloni lands*, and thereafterwards, viz., on the 18th day of September, 1760, by their several deeds by them executed, sold

and conveyed in fee 100 acres to Benedict Burlingame; one other 100 acres to Thomas Burlingame, and one other 100 acres to Israel Tucker, for large and valuable considerations. (*See extracts* 3, 4 *and* 5 *annexed.*) And that afterwards, viz., on the 19th day of August, 1761, the said Benedict Burlingame re-conveyed to the said Joshua, his heirs and assigns, said 100 acres, for the consideration of £2,700; and that afterwards, viz., on the 13th day of January, 1762, the said Thomas Burlingame, re conveyed said 100 acres, to the said Joshua, his heirs and assigns; whereby the titles were converted out of the said Mehitabel, into the said Joshua, in fee absolute. (*See extracts* 6 *and* 7 *annexed.*) That afterwards, viz., on the 26th day of December, 1763, the said Joshua Greene and wife, by their deed, remised, released and forever quit claimed unto the said John Manton, all their right, title and interest which they had, or could have, in and to said *Absaloni lands*, except two hundred acres, described in said John's deed to them, (*See extracts No.* 8 *annexed,*) whereby the said John became repossessed of all said large tract, except 200 acres, and thereof died seized; although the said Joshua had previously sold 300 acres.

Your oratrix further shews and gives your Honors to be informed, that immediately preceding, viz., on the 19th day of November, 1763, his three sons-in-law, Benjamin Waterman, Joshua Greene and Ephraim Pearce, contriving and conspiring together how they might obtain possession of the said John's estates, caused and procured a complaint to be made to the Town Council of said Johnston, by Daniel Sprague, Joseph Waterman and William Brown, representing "that the said John Manton was *non compos mentis*, and unable to take care of his estates, and ought to have a Guardian appointed;"—that said Council postponed the further consideration thereof, and conniving with said Waterman, Greene and Pearce, formally cited said Manton to appear on the 3rd day of December following "to show cause why a Guardian should not be appointed"—that said Council then and there heard the parties and their witnesses, and further postponed the matter to the 12th day of said December, when they appointed Edward Tripp and Edward Sheldon, as Guardians; that at the session of said Council, on the 12th day of March, 1764, the said Tripp and Sheldon declined serving: whereupon said Council of their own accord, "thought fit" to appoint Thomas Owen, Abraham Winsor and James Greene, on their giving bonds in the sum of $5000 for the faithful performance of their trusts, and complying with the rules of Law; and afterwards, on the 17th day of said March, ordered and directed their Clerk "to issue letters of Guardianship to them, or either two of them, on application to him for the same, and take Bonds as aforesaid"—that the said James Greene alone accepted and gave a Bond, and no further proceedings were had by said Guardians, or by said Council in relation to said Guardianship. (*See copies* 9, 10, 11, 12, *and* 13, *annexed.*)

Your oratrix further shows, that the said John Manton, by peti-

tion or appeal from the orders and doings of said Council, applied to the Governor and Council, (then exercising supervisory probate powers,) at their June session, 1764, who, upon hearing and considering the whole matter, reversed the order of said Council "*putting said Manton under Guardians,*" and "declared all proceedings in pursuance of said order to be null and void," for the reason—"*it appearing that said John Manton doth not come within the description of persons over whom Guardians are to be appointed.* (*See Act* 14 *annexed.*) Whereby the said John Manton was restored to his civil and legal rights, of which he had been unjustly deprived by the fraudulent conspirings of his sons-in-law; the connivance and unlawful proceedings of said Council; and so remained in full and free possession thereof, until the day of his death; and that in the mean time, the said John Manton made and executed his last Will and Testament, in due form and according to law, in and by which your oratrix always understood by the declarations of aged people, and as she believes, he devised all his real estates not otherwise previously disposed of, to his two infant grand daughters, Lydia and Betty Waterman, their heirs and assigns; that thereafterwards, Joseph Borden, the Executor named in said Will, on the 23d day of May, 1767, presented said last Will and Testament to said Town Council for Probate; that the said Benjamin, Joshua and Ephraim, in pursuance of their unlawful purposes to obtain possession of said Estates, and defeat the devises thereof to the said Lydia and Betty, opposed the Probate of said Will; and notwithstanding the witnesses Elihu Thornton, Joseph Thornton and Joseph Snow, "*on solemn engagement declared that the said John Manton was in his perfect mind and memory at the signing and making thereof*"—the said Council, conniving with the said Waterman, Greene and Pearce, and for reasons of their own suggesting, viz., "for the *many inconsistencies, unlawful clauses and limitations therein,* as also the weak and infirm state of the said John Manton's mind at and about the time of the making thereof; and that this Council hath heretofore put the said John Manton under Guardians for want of capacity to manage his secular affairs, and it not appearing that he came to a better state of mind from the time the Governor and Council vacated the Guardianship over him, to the time of his death, do adjudge the said paper or writing not to be a *lawful Will* and do disapprove the same." (*See No.* 15 *annexed,*)—whereby the said John Manton was rendered "Intestate," and his Estates made to devolve by the law of descent in third parts, upon the said Mehitabel Greene, Phebe Pearce, and the said Lydia and Betty Waterman, as his heirs at law; that said Joshua, Ephraim, and Benjamin, who assumed to be Guardian to his two daughters, in further pursuance of their unlawful purposes, fraudulently prevented an Appeal from the adjudication of said Council, and of all further and legal proceedings in relation to the probate of said Will; and as your oratrix is now informed and verily believes, secreted said Will, no trace thereof other

than herein stated being to be found; and they, and the defendants hereinafter named and their confederates still secrete the same, or have destroyed it. She further represents that upon the disapproval of said Will, the said Waterman, Greene and Pearce, immediately appeared in Council, and desired that their confederate Josiah King, might be appointed Administrator on said Estate; who also appeared, accepted, and was appointed accordingly, all which proceedings were had and done precipitately without notice and the forms of law,—(*See No.* 16 *annexed,*)—and *she avers* that the said disapproval and appointment of said Administrator were procured and had at the instance and requests of the said Benjamin, Joshua, and Ephraim, and with the connivance of said Council, for the unlawful and fraudulent purposes of preventing an Appeal; of defrauding the said Lydia and Betty of the inheritances devised to them in said Will and their just portions thereof, as heirs at Law, and more especially of diverting and appropriating to themselves, the real and personal estates of the said John, in pursuance of an agreement previously entered into by and between them; and that although the said Benjamin and Joshua pretended to be the principal creditors of said Estates, no Commissioners to ascertain the amount of their claims; and no appraisers to appraise the personal estates were ever appointed; and although said King gave bond for the faithful performance of the duties of Administrator according to law, he never caused the claims against said Estate to be lawfully ascertained and proved; never kept or exhibited, or settled any account of his Administration, either with said Council, or the said Lydia and Betty, or with any person or persons in their behalf, but collusively allowed said Waterman and Greene to exhibit and demand such claims as they pleased, and unlawfully allowed the same as debts against said Estate; and that afterwards, viz., on the 2d day of June following, nine days after his appointment, exhibited to said Council, an INVENTORY of the personal Estate of the Intestate, amounting to £2572–6s, as set forth by said Benjamin Waterman, and appraised by Henry Harris, Amos Westcott, and himself, and which the said Harris, Westcott and said King, "on solemn engagement declared, was a just and true apprisal of all the personal Estates of the said John Manton, and was thereupon allowed by said Council to be A GOOD AND LAWFUL INVENTORY, and ordered to be recorded. (*See No.* 17 *annexed.*) That the said King also presented to said Council, for their recommendation, the form of a Petition to the General Assembly, representing that "the Estate of the said John Manton is above £2000 lawful money in debt, and that the INVENTORY of his personal Estate doth not amount to £100 lawful money," and praying "that they would be pleased to empower him by a Special Act to make sale of so much of the said John Manton's real estate as shall be sufficient to make payment of his debts, and besought said Council to recommend the same." That the said Council, conniving in the fraudulent and unlawful conspiracy of the said Waterman, Greene, Pearce

and King, "taking his request into their consideration, are fully satisfied that his, the said King's representations of the Estate is well founded; and it appears to them, that there is the greatest necessity of selling so much of the Real Estate as will pay the debts, that the rest may be preserved to the heirs, do recommend it accordingly." (*See No.* 18 *annexed.*) That afterwards, at the June session, 1767, the said King presented said petition to the General Assembly, and further fraudulently and falsely represented, "that the said John Manton, at the time of his death, was involved in a debt of TWO THOUSAND POUNDS lawful money, more than his INVENTORY will pay," and praying "to be impowered to sell so much of the Real Estate of the said John Manton, as will be sufficient to pay his debts"—on consideration whereof the prayer of said Petition was granted, and "the said King, in his said capacity, was empowered to sell so much of said Real Estate as will be sufficient to pay said debts, and that a deed or deeds of the same by him made, shall vest in the purchaser or purchasers thereof as full, complete and perfect an estate of inheritance as the said John Manton in his life-time could have given, granted or conveyed" on the following express conditions, that the sale or sales, deed or deeds be made, "*by and with the advice and consent of the Town Council of Johnston aforesaid,*" first had and obtained, (*See copy Act* 19 *annexed*), and which said Council was in the habit of giving, and of appointing an agent to superintend the sales of Estates by Administrators in all similar cases.

Your oratrix further shows, and gives your Honors to be specially informed, that the said Benjamin Waterman, Joshua Greene and Ephraim Pearce, contriving how to secure to themselves, titles and possessions of the said John Manton's Real Estates, and to defraud the said Lydia and Betty of their just inheritances therein, and set aside his Will and to secure their pretended claims against said Estate, immediately after his decease, and before the proceedings of the said Council, and the said Administrator last mentioned were had and obtained, in further pursuance of their unlawful and fraudulent purposes aforesaid, agreed among themselves upon a division and settlement of said Estate; and by a certain agreement made and entered into by and between themselves, bearing date the 11th day of April, 1767 (less than one month of his death), reciting that "the said John Manton died larged in debt, and by his last Will and Testament, hath not made sufficient provision for the payment of them, and as *several other difficulties* seem likely to arise concerning said Will, as two of us, viz: Benjamin Waterman and Joshua Greene, have large demands on said John Manton's Estate, for several sums of money advanced to the said Manton in his life-time by us. *Therefore,* for preventing all *disputes* that may hereafter arise *concerning the Will* of the said John Manton, and the lands *by him left amongst us,* and also for *examining* and *making certain the demands* of the said Benjamin Waterman and Joshua Greene against the said Estate.

We do for ourselves and each for himself, his heirs, executors and administrators firmly covenant and agree, with the other two concerned in the Estate of the said John Manton, their heirs, executors and administrators, that we will submit this whole matter to the judgment and determination of Daniel Jenckes, Esq., of Providence, Richard Steere, Esq., of Gloucester, and Mr. George Jackson, of said Providence, and that they shall hear, examine, consider, and finally determine, FIRST, what *part of the said Real Estate* of the said John Manton, *shall be sold for the payment of his debts;* SECONDLY, that they determine the demands of the said Benjamin Waterman and Joshua Greene, against the said John Manton's Estate, and *ascertain what sum* of money is justly due to each of them. THIRDLY, they shall adjudge and determine what *part* of the said John Manton's Real Estate shall be set off and belong to Ephraim Pearce and Phebe his wife, one of the daughters of the said John Manton, *without having any regard to what is given them by the aforesaid Will;* and the said Joshua Greene doth further agree, that *he will give up and fully relinquish all claims he may have to the said John Manton's Real Estate by virtue of any deed or deeds made to him by the said John Manton, in his life-time,* and the said Benjamin Waterman and Joshua Greene, do hereby agree that the said Ephraim Pearce shall peaceably hold and enjoy the whole quantity of land and number of acres given to him and Phebe his wife, at a place called *Absaloni Mishick, &c.*" (*See copy No.* 46 *in extracts Wm. Thornton vs. Benj. Waterman, and recital* 20 *in No.* 21 *annexed.*) And that in pursuance of said agreement "the said Gentlemen Referees, having met and considered the whole matters relating to the estate of the said John Manton, have agreed that the said Ephraim Pearce and Phebe, his wife, their heirs, executors and administrators, be absolutely acquitted and discharged from the payment of any of the debts of the said John Manton, and that fifty acres of Land be set off and divided unto the said Ephraim Pearce and Phebe his wife, on the Northerly side of the home Farm of the said John Manton, on the East side of the highway, and *moreover* that the said Ephraim Pearce, and his said wife, their heirs and assigns, should be quieted in the lands at *Absaloni*, given by deed by the said John Manton to the said Ephraim Pearce, and his said wife, and that the said Ephraim and Phebe his wife, shall quit all claim and demand to the residue of the said John Manton's estate in possession, reversion or remainder, or of what kind or nature soever." (*See Indenture No.* 21 *annexed.*)

Your oratrix further represents, that in pursuance of said determination of said Referees "to which the parties gave their consent," and before the said King exhibited the Inventory, and obtained license to make sale of said estate (as hereinbefore stated and shown,) afterwards, viz., on the 14th day of May, 1767, by their certain Indenture "by and between Benjamin Waterman of the first part, Joshua Greene and Mehitabel his wife of the second part, and Eph-

raim Pearce and Phebe his wife of the third part, "made division of said estate and settlement of all the debts of the said John Manton as follows:—" The said Benjamin Waterman in behalf of himself and his children, by the said Anna, daughter of the said John Manton, of which children he is guardian; and the said Joshua Greene and Mehitabel his wife, do hereby for themselves, their heirs, executors, and administrators, release and discharge, and fully acquit the said Ephraim Pearce and Phebe his wife, their heirs, executors and administrators, from the payment of all debts of what kind soever due from the estate of the said John Manton, and do covenant to save and keep them harmless from the payment thereof, and all costs and charges that may arise thereon, and the said Benjamin Waterman for himself and his said children, and the said Joshua Greene and Mehitabel his wife, *do set off and assign* unto the said Ephraim Pearce and Phebe his wife, and to their heirs and assigns forever, *in severalty*, *fifty* acres of land on the northerly side of the homestead farm of the said John Manton, in Johnston, on the east side of the highway, to be divided off by a line, &c., running easterly straight to Woonasquatucket River from said highway, so as to make fifty acres on the northerly side of said line." "And the said Benjamin Waterman, and Joshua Greene and Mehitabel his wife, for themselves, their heirs and assigns, do remise, release and forever quit-claim and CONFIRM unto the said Ephraim Pearce and Phebe his wife, in their actual seizen and possession now being, and to their heirs and assigns forever, all the estate, right, title, interest, possession, inheritance, portion, dividend, share, part, reversion, remainder, claim and demand, whatsoever, which they ever had, now have, or ought to have, of, in and to the said fifty acres of land set off as aforesaid; and also, of, in and to a certain tract of land lying at a place called Absaloni, in Gloucester, containing 65 acres, purchased by the said Ephraim Pearce of Daniel Eddy. And the said Ephraim Pearce and Phebe his wife, for themselves, their heirs and assigns, do remise, release and forever quit-claim and *confirm* unto the said Benjamin Waterman, the aforesaid children of the said Anna, namely, Lydia and Betty, and to the said Joshua Greene and Mehitabel his wife, in their actual seizen and possession now being, and to their heirs and assigns forever, all the estate, right, title, interest, inheritance portion, share, dividend, part, reversion, remainder, claim and demand whatsoever, which they ever had, now have, or ought to have, of, in, and to all the *rest and residue of the estate* or *rights of estate* of said John Manton deceased, whether in possession, reversion, or remainder, or of what kind or nature soever." (*See copy Indenture*, 21 *annexed.*) And your oratrix avers that in and by said fraudulent and unlawful agreement, indenture, division and settlement, the said Pearce and wife, their heirs and assigns, entered into possession, held and now hold possession of the said fifty acres of the said homestead, and the said 65 acres at Absaloni, by no right, tenure or valid title, other than is contained in said indenture, and

that the said Josiah King as administrator, afterwards fraudulently permitted the same to be set off and assigned unto the said Pearce and wife, without appraisal, and without applying the same or any part thereof, to the payment of the debts pretended to be due and owing to the said Waterman, Greene from said estate. [See No. 21.] She further shows, that afterwards, the said Benjamin Waterman of the one part, and the said Joshua and Mehitabel Greene of the other part, on the 6th day of June, 1767, [and also before the said King had obtained license to sell as aforesaid,] entered into a further agreement to divide and set off to themselves, the residue of said homestead, pretendedly conveyed and confirmed unto them by said Pearce and wife, as aforesaid, and by their certain indenture of that date, executed alone by the said Benjamin and Joshua, wherein it is recited "that the said John Manton died *intestate*, having divers lands and tenements, and stood indebted at the time of his death in divers large sums, especially unto the said Benjamin Waterman and Joshua Greene; and the said Benjamin, whose late wife Anna deceased, was daughter of the said John Manton, and hath left two daughters, viz: Lydia and Betty Waterman; and the said Joshua and his wife Mehitabel another daughter—and the said Ephraim and his wife Phebe also another daughter of the said John Manton, have come to a *loving agreement* with regard to the settlement of the estate and debts of the said John, and by indenture among themselves, the part and portion of said estate belonging to the said Ephraim and his wife hath been, since the death of the said John, set off and assigned to them"—and wherein also it was further agreed as follows: "the said Benjamin for himself and his two children, and the said Joshua and his wife have agreed, that *the homestead farm in Johnston, late belonging to John Manton, excepting so much thereof as hath been set off to the said Ephraim Pearce and wife*—and excepting so much thereof as is hereafter mentioned to be in common between the parties hereto, should be divided between the said Benjamin Waterman and the said Joshua Greene and his wife in manner hereinafter mentioned"—and in and by said indenture, "the dwelling house with a piece of land whereon it standeth" [otherwise particularly described] "shall be and remain in common between the parties until it shall be otherwise agreed, divided and settled between them"—also—"that all the land on the westerly side of said highway and southward of said house lot, and a certain line from the well to a chestnut tree, [particularly described] containing about six acres and a quarter and ten poles more or less; *also*, all the land on the easterly side of said highway, and south of a dividing line between the parties running easterly from said highway to Wonasquatucket river, containing 65 acres and a half and 15 poles, more or less, and being the southerly part of said homestead farm, *shall be and remain* to the said Benjamin Waterman, in severalty, his heirs and assigns forever."—And all the remainder of land lying on the west side of said highway, and northerly of said house lot, [therein

particularly described,] containing 36 acres and a half and 15 poles, more or less, and all the remaining land on the easterly side of said highway, adjoining land set off to Ephraim Pearce and wife, westerly said highway, southerly land set off to the said Benjamin, and easterly said Wonasquatucket river, containing *eighty-eight acres and three quarters*, shall be and remain to the said Joshua and Mehitabel Greene in severalty, their heirs and assigns forever." And the said Benjamin Waterman on the one part, and the said Joshua and Mehitabel Greene on the other, do mutually and respectively remise, release and forever quit-claim and *confirm* each to the other, the said parts of land, so set off, being in their respective seizens and possessions, and to their heirs and assigns forever, all the right, title, interest, property, share, portion, dividend, inheritance, claim and demand whatsoever, which either of them ever had, now hath, or ought to have, of, in and to the lands and premises respectively set off and divided to the other of them; and they will forever reciprocally warrant and secure the same against the lawful claims of all persons claiming from, by, or under them, severally and respectively." And the parties further covenant *that all the debts due* from the estate of the said John Manton, shall be paid by the parties hereto equally, that is, the said Benjamin Waterman shall pay one moiety thereof, and the said Joshua and his wife the other moiety." And the parties further agree that each should have access to the dam on the southerly part of said homestead, and the privilege of using the water on their meadows at the proper seasons, and the repairs of said dam should be borne in proportion to the benefit each party might receive by flowing.—(*See copy Indenture, No. 22 annexed.*)

Your oratrix avers that in and by said several agreements, Indentures, divisions and settlements of said estate, all the debts due and owing from the said John Manton, were fully cancelled and discharged, and the said Lydia and Betty Waterman, wrongfully, unjustly, fraudulently and unlawfully defrauded of their proper share, proportion, and their rightful inheritances in all and singular the homestead farm, and the said sixty-five acres of land at Absaloni, by the participation of their Father, while professedly acting as their Guardian.

Your oratrix further shows unto this Honorable Court, that the said Joshua King as administrator, notwithstanding the said Waterman & Greene had covenanted to pay all the debts, and made division and settlement of said estate with said Pearce and wife, still conspiring with them, how to strengthen and secure their pretended titles to the respective parcels set off as aforesaid, afterwards, on the 15th day of July, 1767, pretendedly sold at auction to the said Benjamin Waterman, the several parcels set off to him by the said Joshua and wife, for the pretended sum of £931 7s 5d three farthings, without publicly notifying said sale, and without the advice and consent of the town council of said Johnston, and on the day following, July 16th, made and executed a deed thereof to the said Benjamin in fee.

(See copy deed No. 23, annexed.) And also on the same day pretendedly sold to the said Joshua the several parcels set off to him and the said Mehitabel by the said Waterman, for the like and equal sum of £931 7s 5d 3-4, and on the 16th of July, made and executed a deed thereof to the said Joshua Greene alone in fee. (See copy Deed, No. 24 annexed.)

Now your oratrix avers, that by these pretended sales and conveyances, the said Lydia and Betty were the more effectually defrauded of their inheritances in said estate, and the titles and descent thereof diverted to other persons against Law and Equity: and she further shows and avers that said Waterman & Greene, for the purpose of having said sales and conveyances approved and allowed, long afterwards, viz: on the 19th day of May, 1770, presented said deeds of the said King to the town council, which, being "publicly read the said council approved and allowed the sales to be good." *See certificates on said Deeds. Nos.* 25 *and* 26.

Also, that said King afterwards, viz: on the 22d day of November, 1768, without public notice and without the advice and consent of said council, pretendedly sold at auction a certain other parcel of said Manton's estate called the *bog-swamp*, containing seven acres and fifty-four poles, to his son William Borden King, for the pretended sum of sixty-six good dollars; and not until the 29th day of July, 1769, made and executed a deed thereof to the said William, (*See copy Deed, No.* 27 *annexed,*) which deed thereafterwards, on the 15th day of January 1771, was also publicly read before the town council, *who approved of the same and allowed the sale to be good.* (*See certificate No.* 28 *annexed.*)

Your oratrix further shows that the said King acted in obedience to the requests and directions of the said Waterman & Greene: that he never rendered nor settled any account of his administration with said town council; on the contrary, on the 17th day of February, 1770, the said Waterman & Greene received from him the whole Inventory of all the personal estate in full discharge of all the debts, and released, acquitted and discharged him as Administrator; (*copy of which No.* 29 *is annexed;*) see abstract case, C. Wilkinson and wife vs. King. Yet said King, in further collusion and connivance with the said Joshua Greene, to acquire possession and pretended titles of the large tract of land at *Absaloni*, of which the said John Manton died seized thereafterwards on the first day of March following, under color of Administrator, pretendedly sold at auction, without notice and without the advice and consent of said council, 200 acres of the Absaloni lands, to the said Joshua Greene, for the pretended sum of £120 "*said to be still due him*" from said Manton's estate; and on the 17th day of said March made and executed a deed thereof to the said Joshua, in fee simple. (*See extract No.* 30 *annexed.*)

Also, on the 7th day of May following, under the like pretence and circumstances, pretendedly sold at auction one other 200 acres of

said lands at Absaloni, to the said Joshua Greene, for the pretended sum of £66 "*said to be due him*" from said estate; and on the 19th of said May made and executed a deed thereof to the said Joshua in fee simple: [*See extract No.* 31 *annexed.*]

Also, thereafterwards, viz: on the 2d day of July, 1774, more than seven years after the death of the said John Manton, and four years after his discharge as Administrator aforesaid, with the connivance and for the uses of the said Joshua Greene, and also without notice, or the consent, advice or knowledge of said council, pretendedly sold at auction seventeen and an half acres more of the lands at Absaloni, to Joshua Winsor, for the nominal sum of £10 10s, "*said to be due for a balance of debts against said estate*"—and made a deed thereof to the said Winsor in fee, for the benefit of said Greene, which said three last named sales embraced the residue of the said John Manton's large tract of lands at Absaloni, containing, as your oratrix has lately been informed and believes, about eight hundred acres; that the said King never accounted to the town council for the proceeds of said sales, or to any one, other than to the said Joshua Greene, nor were said deeds or either of them, ever approved or said sales ever allowed to be good by said town council." [*See No.* 32 *extract annexed.*]

Whereby and by virtue of said unlawful and fraudulent sales and conveyances by the said Josiah King as Administrator, the said Joshua Greene, obtained a colourable title in his own right, to all the residue of the lands at Absaloni, reconveyed by the said Joshua and Mehitabel, to the said John Manton by their deed of December 26, 1763, and whereof he died seized and possessed as his proper state of inheritance.

And your oratrix further shows, that ever since she arrived at an age of understanding, and during the time she was a "*feme covert*" and ever since, she nor her husband while living or any of her relatives with whom she had an opportunity to converse about the estate of the said John Manton, were ever apprized of the reconveyance of the said Joshua Greene and Mehitabel his wife aforesaid to the said John, or of the sales and conveyances of said King to the said Joshua, until within the two years last past, when for the first time she became apprized thereof, by causing an examination of the descent and early records of land evidences in said Gloucester to be made. That it had always been represented to her, and her late husband, and they had always understood from the representations of the said Benjamin Waterman and Joshua Greene, that he, the said Joshua, held all the land at Absaloni, by deed of gift from the said John Manton; that his reconveyance and the pretended sales and conveyances of the said King aforesaid, were carefully concealed from the said Lydia and Betty Waterman while minors, and ever since have been concealed from their heirs; and that she or they never knew to the contrary until she caused the examination aforesaid to be made: *Whereupon*, she avers that the pretended

sales and conveyances by the said King of the lands at Absaloni to him, the said Joshua Greene, were made and executed for the colorable and fraudulent purpose of vesting in him, the said Joshua, an absolute estate of inheritance, and of defrauding the said Lydia and Betty and their heirs, of their rightful inheritances and proportions therein.

Your oratrix would further show, that being under the impression and belief, that the said John Manton in his life-time, had disposed of all his lands at Absaloni; and there being no record of any accounting or settlement of the said Josiah King as administrator, with the council of said Johnston, by which his pretended sales of said lands to the said Greene & Winsor, could be discovered and known, she and the heirs of Lydia Thornton limited their inquiries and investigations to the settlement and division of the homestead farm between the said Benjamin, Joshua and Ephraim Pearce, and that accordingly at the December term of the Court of Common Pleas, 1795, William Thornton and others, children and heirs of Lydia Thornton, brought their action against the said Joshua Greene and his wife Mehitabel, for their just proportion and share in and to the estate of the said John Manton, which had been set off and assigned, in severalty, to them, the said Joshua and Mehitabel in manner aforesaid; and that said action was immediately settled; (certificate No. 45 annexed;) that afterwards, viz: at the June term of said Court, 1796, the said William and others, also commenced a like action against the said Benjamin Waterman, for their proportion and share of said estate, which had been set off and assigned to him in manner aforesaid: and that the said William &c., recovered a verdict and judgment therein: see copy Thornton vs. Waterman, No. 46; from which the said Benjamin appealed to the Supreme Court, and at the March term thereof, 1797, said action was again tried and a second verdict rendered against the said Waterman, in both of which trials all the proceedings, settlement and division of the homestead farm, and the pretended sales and conveyances of the said Josiah King as administrator, were reversed, and set aside as fraudulent and void; and that said Waterman and his confederates as your oratrix is advised and informed, procured said verdict to be set aside, under the pretence that one of the jury was related by consanguinity to the Plaintiff; whereupon said action was continued to the September term following, when being again tried, a verdict was found for the Defendants; and that afterwards at the March term of said Court, 1798, the said William Thornton sued out his certain Writ of Review, which was continued to the September term following; when upon demurrer to said Writ of Review, judgment was rendered by said Court for the Defendant, and that no further proceedings were had thereon, as the Plaintiff was unable to contend longer in the law—[see abstracts of Records, No 44 annexed.]

Your oratrix would also show, that the said Benjamin Waterman

married a second wife, Catharine Latham, by whom he had issue two children, Arthur and Mary Waterman. That Mary intermarried with Olny Angell and died, leaving a daughter, Catharine L. Angell, who intermarried with Samuel Ward King, son of William B. King: that the said Benjamin died on the 4th day of September, 1799, in possession of that part of the homestead farm of the said John Manton, set off and assigned to him by the said Joshua Greene and Ephraim Pearce as aforesaid, leaving his last Will and Testament, which was thereafterwards on the 28th day of October, A. D. 1799, disapproved and disallowed, "by consent of parties concerned," whereby he was rendered INTESTATE, and the lands of which he was in possession were left to devolve upon such persons as were entitled and capable in law to inherit the same, and were afterwards divided and set off to and among the heirs of the said Lydia Thornton and Betsy Carpenter, and the said Arthur Waterman and Catharine L. King issues of his second marriage, [*see abstracts No.* 34 *annexed.*] Now your oratrix avers that the said Benjamin Waterman had and possessed no estate of inheritance in said lands, other than what he pretendedly acquired by the aforesaid unlawful and fraudulent settlement and division between himself, the said Joshua Greene and Ephraim Pearce, and by the fraudulent and unlawful sale and conveyance of the said Josiah King as Administrator; that the said Arthur Waterman and Catharine L. King were not heirs or persons entitled and capable in law of inheriting any part or proportion of said lands; but that the same of right, in law and equity, devolved and belonged to your oratrix and the heirs of the said Lydia Thornton, either in whole, as Devisees of the said John Manton, or in thirds, and in common with the heirs of the said Mehitabel Greene and Phebe Pearce, as the rightful heirs at law of the said Manton; and that the division and allotments of said lands to the said Arthur Waterman and Catharine L. King, vested no estate of inheritance in them, which they could transmit, sell or convey in fee.

And she further avers, that the said Arthur and Catharine entered into and held possession of their respective allotments by no right, tenure or title, other than what the division and assignments thereof conferred, yet the said Arthur Waterman afterwards, viz: on the 7th day of February, 1801, sold and conveyed by Deed with Warranty, to William B. King four acres and 32 rods, being part of the homestead farm of the said Manton, and parcel of the aforesaid allotment of the lands of which the said Benjamin Waterman was so possessed, [see No. 35 annexed,] and that thereupon Christopher Wilkinson and his wife Anna, who was one of the children and heir at law of the said Lydia Thornton, afterwards, viz: at the May term of the Court of Common Pleas, 1817, in and for the County of Providence, brought their action of Ejectment against the said William B. King, claiming two acres and an half and 29 rods, as and for her just share and proportion thereof; that said King vouched

in the said Arthur Waterman to defend his title and make good his Warranty, and that at the December term of said Court, 1817, upon a full trial of said cause, in which all the proceedings in relation to the settlement and division of the said Manton's estate, between the said Waterman, Greene and Pearce, and the acts, sales and conveyances of the said Josiah King as Administrator, were reviewed and criticized; and the said Wilkinson and wife recovered a verdict and judgment for the premises demanded.—(See abstract No. 33 annexed.) That said King appealed said case to the Supreme Court, and at their March Term, 1818, upon another full trial and investigation, all the proceedings of said Waterman, Greene, Pearce and said Administrator, were adjudicated and determined to be fraudulent and void; and that Arthur Waterman and Catharine L. King did not acquire an estate of inheritance in their respective allotments: whereupon said Wilkinson and Wife received a second verdict and judgment for the said premises. (See abstract of records, No. 43 annexed.) That said King afterwards at the September term of said Court, 1818, petitioned for a rehearing of said cause, which was continued to March term, 1819, whereas your oratrix is informed and believes, a new trial was granted mainly through political influences and a change of Judges:—that said cause was further continued to the March term, 1820, and then referred to Referees, and then further continued to September term, 1820, when no further trial and no report having been made and the papers not being to be found, an entry was made upon the Docket without the knowledge and consent of the Plaintiffs that "the Plantiffs submit judgment,"—that the Plaintiffs, supposing said cause was still pending before said Referees, afterwards applied to them to hear and determine it, when they were informed that the reference had fallen through by reason of one of the Referees, viz: Joseph Randall, having been a juror in the case against the said Waterman, and that the papers were lost, and so it remains to the present time. (*See certificate, No.* 43 *annexed.*)

Your oratrix would further represent that the said Wilkinson and wife, at the May term of said Court of Common Pleas, 1817, also commenced a certain other action of ejectment against one Jabez Olney, who was in possession of nineteen acres of land, and deriving his title from, through and under Samuel Ward King and his wife Catharine, by deed with warranty; that said Olney vouched in his warrantors, and said cause was continued to the December term, 1818; and during the pendency of the suit in the Supreme Court against the said William B. King, it was referred to Jeremiah Knight, Elisha Mathewson and Ezekiel Whipple, all the personal and political friends of the said King, who upon a partial hearing of said cause, made their report at the December term, 1819, in favor of the Defendant; but whether the premises embraced any part of the homestead farm of the said Manton, or of the lands whereof the said Benjamin Waterman died possessed, or were parcel of the real estate of the said Wil-

liam B. King, set off and assigned to the said Samuel W. King, or some other of the children of said King in the division thereof among his children and heirs at law, she is unable to determine, inasmuch, as the original division of the lands of the said Waterman, has been abstracted from the files of the town Clerk's office of said Johnston, and concealed or destroyed by some person or persons to your oratrix unknown, and there being no record thereof in said office; and she avers as she has been informed that said report was obtained through political management which prevailed at that time to a great extent, and defeated a rehearing and further proceedings in the suit then pending against the said William B. King.

She further avers, that from the time of the death of the said John Manton in 1767, to 1822, 3 and 4 (a period of fifty-six years), his estates were the subjects of legal controversy and litigation in Courts of Law; and that ever since, renewed and continued claims and demands have been made by the heirs of the said Lydia Thornton and Betty Carpenter, for their proportions of said estates, as his rightful heirs at law, upon the heirs of said Waterman, Greene and Pearce, and their assigns, and upon all persons in possession of any part or parcels of said estates, deriving and claiming titles thereto from, through, or under them, or either of them; that no twenty consecutive years have ever elapsed, during which the said Waterman, Greene and Pearce in their life-times—or their heirs, assigns, or any other persons, claiming title under them or any of them, have held "uninterrupted, quiet and peaceable possession thereof," and that during the greater part of the time, many of the heirs of the said Lydia Thornton and Betty Carpenter, were "*minors* and *femes covert*"—and that your oratrix anterior to 1830 or 1844, was a *minor*, *feme covert*, and a *resident* of the State of New York, and ever since has resided and still does reside, out of the State of Rhode Island, and that ten years have not elapsed since the discovery of the unlawful and fraudulent acts and doings of the said Waterman, Greene, Pearce, and Josiah King, Administrator, whereby the said Lydia and Betsy Waterman, while infants, and their heirs, were and have been wrongfully and unjustly defrauded of and ever since fraudulently kept out of possession of their rightful shares, proportions and inheritances, of, in, and to, the large real estates of their paternal Grand Parent.

Your Oratrix further shows, as she is informed, that Benjamin W. Hawkins, of said Johnston, in the County of Providence and State of Rhode Island, a citizen of said State, who is hereby made party defendant to this bill of complaint, is now in the possession of certain parts or parcels of said homestead farm in Johnston, but how much, where particularly located, or how, or from whom he acquired such possession, whether by descent, gift, devise or purchase, from and of any of the heirs of said Waterman, Greene or Pearce, or from any of their assigns, she is at present unadvised, but believes he is in possession of twenty-two acres, more or less, by Deed from and under Samuel W. King and wife; and she avers, she is entitled to have

the one-half part of one-third thereof, and ought to have been long since in the peaceable and quiet possession and enjoyment thereof in severalty.

Your oratrix further gives your Honors to be informed, that the said Joshua Greene being in possession, and claiming title of and to all the lands at *Absaloni* by virtue of the pretended and unlawful sales and conveyances of the said Josiah King, hereinbefore named, immediately afterwards, viz: on the 19th day of March, 1770, sold and conveyed to Uriah Hawkins, one hundred acres more of said lands by Deed (not executed by the said Mehitabel according to law), (*See extract No.* 36 *annexed*)—also, on the 5th day of August, 1773, sold and conveyed to Thomas Burlingame, 17 1-2 acres, which your oratrix is now informed were the same 17 1-2 acres which the said Josiah King pretendedly sold and conveyed to the said Joshua Winsor, for the use and benefit of said Greene. (*See ante No.* 32.)

Also, afterwards, viz: on the 30th day of May, 1795, by deed of gift conveyed to his son John Greene, part of the large farm at *Absaloni*, whereon he then lived—(*See extract No.* 37 *annexed*)—*also*, on the second day of June, 1795, in and by his last Will and Testament, devised *one hundred and forty acres* more of said lands to the said John Greene, his heirs and assigns—(See Devise in said Will, No. 38)—*also*, devised all of the homestead farm in Johnston of which he was in possession, to his son Samuel Greene, his heirs and assigns, (SEE NO. 39)—*also*, *thirty acres* more to his daughter Polly, afterwards Mary Field, her heirs and assigns—(See No. 40,)—and *lastly*, all the rest and residue of his real estates, comprising the residue of the large undivided tract at *Absaloni*, he devised to the said John and Samuel, their heirs and assigns, to be divided between them—(See No. 41 and copy of Will annexed.) That by virtue of said Will, the said Samuel entered into possession of the several devised premises, and remained in possession thereof until his death, and INTESTATE. That afterwards, on the 30th day of November, 1822, all the lands of which the said Samuel Greene was possessed as aforesaid, in Johnston and Gloucester, were divided to and among his widow Mehitabel, and his children William, Daniel, George, Duty, Mary and Ray Greene. That in and by said division part and parcel of the homestead farm of the said John Manton on the easterly side of the highway, containing twenty-six acres and twenty-five rods, and part of the Mansion house and lot, on the westerly side of said highway, together with seven acres and ten rods of the lands at *Absaloni*, were allotted, set off and assigned to the said Ray Greene of said Johnston, in the county of Providence and State of Rhode Island, a citizen of said State, in fee and in severalty, and who is also hereby made a party defendant to this Bill of Complaint, (*See abstracts of Division, No.* 42:) that by virtue of said allotments, the said Ray entered into and still holds possession of said premises, and whereof your oratrix avers, she is justly and equitably entitled to have one full half part of one third at least

as one of the lawful heirs at law of the said John Manton, and ought to have been long since in the quiet and peaceable possession and enjoyment thereof in severalty—that being so entitled in all and singular the lands and premises that were of the said Manton, which have come to the possession of the said Ray Greene, and Benjamin W. Hawkins, in manner hereinbefore set forth and averred, or in any other manner, whether by descent, gift, devise or purchase, she has repeatedly and frequently applied to them severally, and requested them to join and concur with her in making a just and equitable partition and division of the premises between them, in order that their respective shares and proportions might be allotted, held, and enjoyed in severalty. And your oratrix well hoped that the said Ray and Benjamin would have complied with such, her reasonable requests, as in justice and equity they ought to have done.

But so it is, May it please your Honors, that the said defendants, combining and conspiring with divers persons at present unknown to your oratrix, (whose names when discovered, she prays she may be at liberty to insert herein, with apt words to charge them as parties defendants hereto) and contriving how to injure and wrong your oratrix in the premises, absolutely refuse to comply with her requests, and *at times pretend* that your oratrix is not heir of, or entitled to any share of the premises demanded, and has not or ever had any right, title, interest or inheritance therein, and no right to request and demand division and partition thereof, but they, the Defendants, are the rightful owners, and that said premises lawfully and rightfully came and descended to him the said Ray, from his father Samual Greene, and to him the said Benjamin W. by acquisition and purchase from, through, and under those who held and possessed said premises, as good and lawful estates of inheritances and in fee;—*at other times pretend* the said Ray, that said premises were lawfully devised to the said Samuel, by Joshua Greene, who acquired the same as good and lawful estates of inheritances and devise, by virtue of the original division of John Manton's estates, and by purchase thereof of Josiah King, Administrator, and the said Benjamin W. Hawkins, that all parts and parcels thereof of which he is in possession and which embraces any part of the homestead farm of said Manton, were lawfully acquired by the said Benjamin Waterman, as good and sufficient estates of inheritances and transmission, and that the same were lawfully allotted and assigned in the division of his lands of which he died so possessed, to the several persons claiming to be his heirs at law, and from, through and under whom, or their heirs and assigns, or some one of them, he derives title and now holds possession thereof;—*at other times pretend* that said King as Administrator, well and truly administered said estates and complied with his license to sell: and that if there were any defect in his official acts and his pretended sales and conveyances to the said Benjamin and Joshua, by reason of his omissions to obtain the advice and consent of the Town Council of said Johnston as specially

required, all and every such omission and defect were subsequently remedied and cured by said Council, who *approved said conveyances*, and "*allowed his said sales to be good*"—and *other times pretend*—that the said John Manton's conveyance of all his lands at *Absaloni* to the said Joshua Greene and his wife Mehitabel, was not procured from him by false representations and pretences; and that his subsequent conveyance of two hundred acres, was not extorted from him under circumstances of *circumvention* and *duress;* and that the said Joshua had good right to convey to the two Burlingames and to Israel Tucker, *three hundred acres* of the said *Absaloni Lands*, before he and the said Mehitabel re-conveyed the residue to their Father Manton.—*At other times pretend*—That the sales and conveyances by said King of the lands in Gloucester to the said Joshua Greene, after he and the said Waterman, had covenanted to pay all the debts, in *consideration* of Ephraim Pearce and Phebe his wife's CONFIRMING unto them the residue of said Manton's Farm; and, after they had received the Inventory of the personal estate and discharged the said King as Administrator; vested in him, notwithstanding, good and lawful titles thereto;—*At other times pretend*—That there was no conspiracy, collusion or connivance between the said Benjamin, Joshua and Ephraim to divide and appropriate to themselves the estates of their Father-in-Law; with any design or intent to defraud the said Lydia and Betty of their rightful inheritances therein; no collusion or connivance with said Josiah King in making sales thereof for the payment of debts, and no connivance between them and the Town Council of said Johnston, in putting the said Manton under Guardian, or disapproving of his Will to defeat the devises of his real estates to the said Lydia and Betty, or, to render him Intestate; and *generally pretend* that your Oratrix is not entitled to any part, share, dividend, right, title, interest or inheritance of, in and to the premises that have come to, and now in possession, use and occupancy of the said Defendants, or either of them; and that she has not, nor ever had any right to have division and partition thereof, with them or either of them.

WHEREAS, *your Oratrix charges the contrary* of such pretences, excuses, and *refusals* to be the truth; and so it would appear, if the said Defendants, their associates and confederates, would here in this Honorable Court, produce the last Will and Testament of the said John Manton; the original *agreement* between the said Benjamin, Joshua and Ephraim Pearce, bearing date April 11th, 1767; the *original Indenture* of May 14, 1767; the *original Indenture* of June 6th, 1767; the *original settlement* of the *Inventory*, *Acquitance*, and *Release* by the said Joshua Greene and Benjamin Waterman to the said Josiah King, bearing date on or about the 17th day of February, 1770; the *original Deeds* of the said John Manton to Joshua and Mehitabel Greene, bearing date January 17th, 1757; the *original Deed* of the said Joshua and wife, *re-con-*

veying to the said Manton his *Absaloni Lands*, bearing date December 26th, 1763; *the original Deeds* of the said Josiah King to the said Waterman and Greene, bearing dates July 16th, 1767; the *original Deed*, or an authenticated copy thereof, of the said Josiah to William Borden King, bearing date July 29th, 1769; also the *original Deed* of said King to Joshua Greene, bearing date March 17th, 1770; the *original Deed* of the same to the same, bearing date May 19th, 1770; and also the *original Deed* of the same, or an authenticated copy thereof to Joshua Winsor, bearing date July 2d, 1774, (Note A.) (Note A. which original documents your Oratrix is informed and verily believes are now in the custody, control and power of the Defendants, or in the custody, control, power and keeping of their confederates, or some one or more of them, to her at present unknown,) and set forth, as they ought to do, a full and true account of all and singular the shares, proportions, parts or parcels of the estate formerly belonging to the said John Manton, that have come to them, or either of them, either by gift, devise, descent or purchase, from, through or under the said Benjamin Waterman, Joshua Greene, or his wife Mehitabel, or Ephraim Pearce and his wife Phebe; or either of them; or either of their respective heirs or assigns, and now in their possession, or in remainder, reversion or expectancy, or in the possession of either of them.

And your oratrix further charges, that the said Benjamin, Joshua and Ephraim, unlawfully and fraudulently procured the last Will and Testament of the said John Manton to be disapproved and disallowed by the Town Council of said Johnston, and prevented all further proceedings thereon, with the intent of defeating the devisees therein to the said Lydia and Betty Waterman, and of rendering him intestate, that they might divide and appropriate his Estates to and among themselves in manner hereinbefore set forth and averred;—that the appointment of the said Josiah King to be administrator on said Estate, was of their procurement, and that he confederated with them to accomplish their unlawful purposes and intents; that the personal estates of the said John Manton were more than sufficient to pay his debts; that the representations of the said King to the General Assembly for license to sell the real estate were untrue and opposed to the apprisal he had verified on solemn engagement: *and to his own admissions* subsequently made to Phebe Pearce and to others. [*See copy Deposition in certified Abstract, Wilkinson and wife vs. King, No.* 47.]

Your oratrix further charges, that all and every sale or sales, conveyance or conveyances of any part or parts of said estates made and executed by said Administrator to the said Benjamin Waterman and Joshua Greene, or to other persons, were made and executed in connivance with them, to secure legal titles to the respective portions, shares and parcels of said homestead Farm, which they had unlawfully and previously allotted, set-off and assigned to each other, and

under pretences of paying debts never legally ascertained or proved; that said Administrator permitted the said Ephraim Pearce and wife to retain possession of all the lands acquitted and confirmed to them by the said Benjamin and Joshua, without apprisal, or application of them to the payment of debts; and afterwards fraudulently sold and conveyed to the said Joshua Greene, all the lands in Gloucester at said *Absaloni* for pretended claims said to be due him.

And your oratrix further charges, that all the proceedings of the said Town Council, in relation to the said John Manton and his Estates were unlawful and void; that the acts and doings of the said Josiah King as Administrator, and the divisions and allotments of said estate to and among the said Waterman, Greene and Pearce, were unlawful, fraudulent and void; and that the said Lydia and Betty Waterman [then minors] were thereby wrongfully and unjustly defrauded and ejected; and they and their heirs, have ever since, been fraudulently and wrongfully held out of possession of their just and equitable inheritances therein.

All which actings, doings, pretences, excuses, and refusals, were and are contrary to Equity and good conscience, and tend to the manifest wrong and injury of your ORATRIX in the premises.

In Tender Consideration whereof, and forasmuch as your Oratrix can only have adequate relief in the premises in a Court of Equity, where matters of this nature are properly cognizable and relievable.

To the end therefore that the said Defendants and their confederates when discovered, may, upon their corporal oaths, to the best and utmost of their knowledge, remembrance, information and belief, full, true, direct and perfect answers make to all and singular the matters herein averred and charged; and that as fully and particularly as if the same were here repeated, and they severally and distinctly interrogated thereto—and especially that said defendants may set forth and discover a full, true and particular account of the proceedings, acts and doings of the said Benjamin Waterman, Joshua Greene and Ephraim Pearce, touching the division of the said John Manton's estates to and among themselves; of the acts, doings, sales, deeds, conveyances and other writings of the said Josiah King as administrator; of each and every share, part or parcel thereof, set off, allotted and assigned to each other respectively; of each and every parcel of the lands at Absaloni, sold and conveyed by said King to the said Joshua Greene, how much? of what value? where situated? for what valuable consideration were the same sold and conveyed? how, and in what manner; and with whom, and to whom, were the proceeds thereof accounted for, paid and settled by said Administrator? by what conveyance, or title, did the said Pearce enter into and hold possession of the aforesaid fifty acres of the homestead Farm, and the sixty-five acres at Absaloni? and especially in what part of Gloucester the latter are

situated? of what value were said parcels; and why they were not apprized and sold for the payment of the debts? and more particularly of what *portions*, *parts* or *parcels* of the said Manton's Estates, the defendants, or either of them, are now in possession? of what value? and where situated? whether or no each or any parts or parcels thereof, come to them, or either of them, by *gift*, *devise* or *descent*, or by *purchase*, from, through and by the said Benjamin Waterman, Joshua Greene and wife, or Ephraim Pearce and wife; or either of them, or from any of their heirs, or assigns, or from any donee, or devisee of either of them; if, by gift or devise, who were the donors and devisors; or, if by descent, from whom by name, were they descended; or if by purchase, of whom particularly were they purchased? together with a full and true statement, or account of the annual incomes, rents and profits thereof, from the time such parcels came into their possessions respectively to the present: and that the defendants may answer unto the premises, and be decreed to exhibit and produce here in this Honorable Court, each and every *Original Deed*, *Will*, *settlement*, *acquitance*, *documents*, or *muniments* hereinbefore specially named and described; and *also* the *original Wills* of the said Benjamin Waterman, and Joshua Greene, or of either of them, in their custody and possession or of either of them, or in the possession, custody or keeping of any other person or persons for their use; or authenticated copies thereof, or abstracts of their contents; *also* the *original divisions* of the lands whereof the said Benjamin died in possession in their custody or control, or in that of any of their confederates; *also* the *original division* of all the undivided lands at *Absaloni* devised to John Greene, Mary Greene and Samuel Greene by the said Joshua—and *also* the *division* of the said Samuel Greene's estates to and among his children, with the *charts*, *maps* or *plats* thereof whereon the allotments to each one are designated and drawn: or certified copies thereof, or full and accurate abstracts thereof; that the descent and transmission of the several plats and parcels of the real estates formerly belonging to the said John Manton, to them the said Benjamin W. Hawkins and Ray Greene may be ascertained and seen; *Also* authenticated copies, or proper and sufficient abstracts of the several deeds from the said Joshua Greene and Mehitabel his wife, to Benedict Burlingame, Thomas Burlingame and to Israel Tucker, bearing dates September 18th, 1760; *Also* of their certain other deed to Uriah Hawkins, bearing date, March 19th, 1770; and *also* of their certain other deed to the said Thomas Burlingame, bearing date August 5th, 1773, together with two certain and direct answer, or answers, whether or no, said several Deeds and conveyances contained and embraced any part or parcels of the large tract of land of him the said John Manton in said Gloucester and at the place called "*Absaloni Miscock*,"—and how much each and every parcel contained? of what value? and where situated particularly? *Also* the original Deeds, or duly certi-

fied copies thereof, from the said Benedict Burlingame to the said Joshua Greene, bearing date, August 19th, 1761, and from Thomas Burlingame to the said Joshua, bearing date January 13th, 1762, reconveying to him the lands they purchased of him and his wife Mehitabel? *Also*, a certified copy of a certain other Deed from the said Joshua and Mehitabel Greene to Ephraim Pearce, of certain other lands at Absaloni, bearing date June 1st, 1759, and especially whether the said Joshua was in possession of the several tracts so reconveyed by the said Benedict and Thomas Burlingame at the time of his decease; together with a true and exact account of every and all other documents, muniments, writings, abstracts or extracts, recited referred to, mentioned or taken notice of, in any of the Wills, Deeds, conveyances, allotments, Indentures of partition, sales of said Administrator aforesaid, in the custody, power and possession of the Defendants, or either of them respectively; or in the possession, custody, control and power of any other person, or persons, by their or his orders, or, for their, or his use; that the just and true amount of all and singular the real estate in said Johnston and Gloucester, and at Absaloni, whereof the said John Manton died seized and possessed, may be ascertained, and that it may be adjudged, determined and decreed by this Honorable Court, that *your Oratrix*, in the Right of her Mother BETTY CARPENTER, and as one of the heirs at Law of the said John Manton is justly and equitably entitled to take and receive one full and equal half of one full third part at least of all and singular the premises, proportions, shares, dividends, inheritances, divisions, assignments, allotments, portions, parts and parcels of the said Manton's Estates, that have come to the Defendants respectively, either by gifts, devises, descent or purchase, and whereof they are respectively in possession, as her just and equitable proportion, share, part, dividend, right and inheritance therein according to equity and good conscience; And that a Commission of Partition may be issued out of and under the seal of this Honorable Court, directed to a certain Commissioner or Commissioners therein to be named, to divide and allot said Premises into two or three equal parts; and that one full and equal half part, or one full and equal half of one third part of said premises, may be allotted, assigned and conveyed to your ORATRIX, her heirs and assigns; that she may hold, possess and enjoy her respective allotments of said premises according to the nature thereof *in severalty;* and that all proper and necessary conveyances and assurances may be executed for carrying such Partition into effect. And that in the meantime the said Benjamin W. Hawkins, and the said Ray Greene, and their confederates, may be restrained by INJUNCTION of this Honorable Court, from selling or of disposing of said Premises, or any part thereof, to all person or persons whomsoever; and from committing any and all manner of waste, or suffering, or permitting any to be done and committed, in, upon and to said premises by any other person or persons whatever, or from

defacing, obliterating, tearing or destroying any of the original Documents herein specified, and in their custody and power or in that of their confederates, or of any other person or persons whomsoever, until it shall be ascertained, determined, decreed, and declared, whether your Oratrix is justly and equitably entitled to have partition of the premises as aforesaid.

And that your Oratrix may have such other and further relief as the nature and circumstances of the case requires and to this Honorable Court shall seem meet.

May it please Your Honors to grant unto your ORATRIX, your *gracious Writ of Subpœna*, to be directed to the said Benjamin W. Hawkins and Ray Greene of said Johnston, in the Rhode-Island District, thereby commanding them, at a certain day, and under a certain pain therein to be limited, personally to be and appear before this Honorable Court, and then and there full, true, direct, and perfect answers make, to all and singular the premises; and further to stand to, perform and abide such further order, direction and decree therein, as to your Honors shall seem meet.

And your Oratrix shall ever pray.

By her Solicitor,

DEXTER RANDALL.

—

Sureties for Costs—JAMES W. SMITH,
WILLIAM WILKINSON,
HORACE THORNTON.

—

Filed October 30th, 1851.

Subpœna iss. same day, dld. Marshal.

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RECORDS, WILLS, DEEDS AND OTHER DOCUMENTS,

REFERRED TO AND MADE PART OF

BILL IN EQUITY,

ELIZABETH MOORE,

VS.

GREENE AND HAWKINS.

DEEDS REFERRED TO

No. 1.

Extract from Deed John Manton to Joshua Greene and Mehitabel, his wife, dated January 17th, 1757.

"In consideration of the natural affection and natural love that I

have and do bear unto my well-beloved son-in-law, Joshua Greene, of Johnston, &c., and my well-beloved daughter, Mehitabel, wife of the said Joshua, and for their settlement and promotion in the world, and for divers causes and considerations, we hereunto moving, have given, &c., &c., free and clear unto the said Joshua Greene and Mehitabel his wife, their heirs and assigns forever, all my right, title, interest, claim and demand of a certain tract of land situate lying and being within the township of Gloucester, in the County of Providence, and in that part of said town of Gloucester called "Absaloni Miscock," to have, &c.

(N. B.—For No. 2, see post. after No. 7.

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[No. 8.]

Extract from Deed, Joshua Greene and Mehitabel, his wife, to their Father, John Manton, dated December 26th, 1763 :

"I, Joshua Greene, of Johnston, &c., and Mehitabel, his wife, for divers good causes and considerations moving, have remised, released, and forever quit-claimed, and by these presents for themselves and their heirs, do fully and absolutely remise, release and forever quit-claim, unto their Father, John Manton, of said Johnston, Yeoman, in his full and peaceable possession and seizen and to his heirs and assigns forever, all such right, estate, title and interest and demand whatsoever, as they, the said Joshua Greene and Mehitabel, had, have, or ought to have, in, or to all that tract of land, which, the aforesaid John Manton now owns, situate in the township of Gloucester, or ever hath owned there, except two hundred acres as mentioned in a deed from under the hand and seal of the said John Manton, bearing date, January 1757, and conveyed unto the said Joshua Greene and Mehitabel his wife, &c., reference thereunto being had, will more fully appear; to have and to hold all the aforesaid tract of land called the *Absaloni Farm*, or tract of land, except the two hundred acres as aforesaid, unto the said John Manton, his heirs and assigns forever, so that neither they the said Joshua Greene nor Mehitabel his wife, nor their heirs, nor any other person or persons for them or in their names, nor in the name, right or stead of any of them shall or will by any way or means hereafter have, claim, challenge or demand any estate, right, title or interest of, in or to the premises, or any part or parcel thereof, except the two hundred acres as aforesaid; but from and every action, right, estate, title and interest and demand of, in and to the premises, or any part or parcel thereof—they and every of them shall be utterly excluded and barred forever by these presents."

[No. 3.]

Extract from Deed Joshua Greene and Mehitabel his wife to Thomas Burlingame, dated September 18th, 1760:

"One hundred acres of land situate in Gloucester aforesaid, and is part of a large tract of land called Absaloni, and is bounded as followeth."

—

[No. 4.]

Extract from Deed Joshua Greene and Mehitabel, his wife, to Benedict Burlingame, dated Sept. 18, 1760:

"A certain piece or parcel of land in Gloucester and is part of that large tract of land called Absalony, and containeth by estimation, one hundred acres, and is bounded, &c., and adjoins land we have this day sold to Thomas Burlingame."

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[No. 5.]

Extract from Deed Joshua Greene and Mehitabel his wife, to Israel Tucker, dated Sept. 18, 1760:

"A certain tract or parcel of land in Gloucester, and is the Northerly part of a large tract, called Absalony, by estimation, one hundred acres and is bounded, &c.

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[No. 6.]

Extract from Deed Benedict Burlingame to Joshua Greene, dated August 19th, 1761:

"One hundred acres of land in said Gloucester, and it is the same parcel of land that I purchased of the said Joshua on the eighteenth day of September last, and is bounded according to my deed of or from the said Joshua and his wife, of that date, may fully appear, reference thereto being had.

—

[No. 7.]

Extract from Deed Thomas Burlingame to Joshua Greene, dated January 13th, 1762:

(Consideration 2700 pounds according to old tenor,) "have given, granted, bargained, and passed over, as well the within written Deed as all the lands and privileges therein mentioned."

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[No. 2.]

Extract from Deed John Manton to Joshua Greene and Mehitabel his wife, dated January 17th, 1757:

Two hundred Acres. "That I, the said John Manton, for, and in consideration of paternal affection and natural love and good will that I have and do bear unto my well-beloved son-in-law, Joshua Greene, of Warwick, in the County of Kent and Colony aforesaid, and my well-beloved Daughter Mehitabel, wife of the said Joshua, and for their promotion and settlement in the world, and for *divers causes and considerations*, me thereunto moving, have given, &c. &c., (and therein particularly bounded,) free and clear, a certain tract of land situated in Gloucester, which lands contain about 200 acres, &c. &c., (saving the privilege of one half of the Saw Mill standing thereon, and one half the Dam and Pond, during the life of the Grantor.)"

—

Copies of Minutes of Record of Court of Probate, Johnston, 1763 to 1767, on Estate of John Manton, dec'd.

[No. 9.]

At a Town Council held in Johnston, in the County of Providence, on the third Saturday of November, it being the 19th day of 2nd Month, A. D. 1763, held by an adjournment. Present—

Thomas Owen, Jonathan Stone,
Henry Harris, Rufus Hawkins,
Josiah Thornton, Abraham Belknap.

Whereas, a Complaint hath been made to this Council, by Capt. Daniel Sprague, Joseph Waterman, and Mr. William Brown, that John Manton is now non compos mentis, and unable to take care of his person and estate—and that said Manton ought to have a guardian appointed to take care of said Manton and his Estate—Whereupon said Council hath ordered the Clerk to put out a Citation to cite said Manton to appear at the next Council and there to shew cause why they should not appoint him a guardian.

Whereupon this Council adjourned until the first Saturday in December next ensuing, at the dwelling house of Benjamin Belknap, at ten of the clock in the forenoon in said day.

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[No. 10.]

At a Town Council held in Johnston, in the County of Providence, on the 1st Saturday in December, it being the third day of said Month, 1763, held by adjournment.
Present—

Thomas Owen, Jonathan Stone,
Henry Harris, Rufus Hawkins,
Josiah Thornton, Abraham Belknap.

Whereas, there was a Complaint entered to our Council, at their Session held on the 19th day of November, 1763, against John Manton, that said Manton was *non compos mentis*, and ought to have a Guardian appointed, which complaint was referred, until this day, and said Manton cited before said Council, where he appeared and where sundry evidences have been sworn, and the pleas and disputes heard upon both parties, the Council therefore have referred the same until the setting of the next Council.

Whereupon this Council is adjourned until the twelfth day of this instant, December, at the dwelling house of John Fenner, Inn Holden, in said Johnston, at one of the clock in the afternoon.

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[No. 11.]

At a Town Council held in Johnston, in the County of Providence, on Monday ye 12th day of December, 1763, held by adjournment.

Present—

Thomas Owen,	Jonathan Stone,
Henry Harris,	Rufus Hawkins,
Josiah Thornton,	Abraham Belknap.

Whereas, there was a Complaint entered to the Town Council of the town of Johnston, at their Session held on the 19th day of November, 1763, against John Manton, that he was non compos mentis, or otherwise so discomposed, so that he ought to have a guardian appointed; which complaint was heard and said Manton was cited to appear before the next Council which was held on the 3d day of December, 1763, where both parties appeared and where sundry evidence was sworn; the said Council hearing the evidence, pleas and disputes upon both parties, thought proper to adjourn the same until ye 12th day of this instant, December, when said Council meet together and hearing the evidences that was there sworn, they was unanimously of the opinion said Manton ought to have a Guardian appointed, and did by a vote of said Council, appoint Edward Tripp, of Providence, and Edward Sheldon, of Johnston, Esq's., to be Guardians for said Manton, to take care of said Manton, his person and Estate, with giving bonds to said Council for five thousand pounds, lawful money, for the true performance of their Guardianship and complying with the rules of the law.

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[No. 12.]

At a Town Council held in Johnston, in the County of Providence,

on Monday, ye 12th day of March, A. D. 1764, held by adjournment.

Present—

Henry Harris,
Josiah Thornton,
Jonathan Stone,
Rufus Hawkins,
Abraham Belknap.

Whereas, the Town Council of Johnston, did, at their Session, held on the 12th day of December 1763, did appoint Mr. Edward Tripp and Edward Sheldon Esqrs., as Guardians to take care of Mr. John Manton, of said Johnston and his Estate, and said Tripp and Shelden refusing to undertake the same, the said Council have thought fit to appoint, and do hereby appoint Thomas Owen, Esq., of said Johnston, and Capt. Abraham Winsor, of Smithfield, and Mr. James Green, of Providence, Blacksmith, to be Guardians to and for the said Manton, they giving bonds to said Council of five thousand pounds, lawful money, for the true performance of their guardianship and complying with the rules of the law.

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[No. 13.]

At a Town Council held in Johnston, in the County of Providence, on Saturday, ye 17th day of March 1764, held by adjournment,

Present—

Thomas Owen,
Henry Harris,
Jonathan Stone,
Rufus Hawkins,
Abraham Belknap.

Whereas, the Town Council of Johnston, did, on ye 12th day of this instant, March, did appoint Thomas Owen, Esq., and Capt. Abraham Winsor, and James Greene, to be guardians to John Manton and Estate, they giving bond for the true performance of their Guardianship and complying with the rules of the law.

It is therefore voted and resolved by this Council that upon their applying, or either two of them, to the Clerk for their Letters of Guardianship, the Clerk is hereby ordered for to grant them the same, he taking bonds as aforesaid.

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[No. 15.]

At a Town Council held at the dwelling house of Joseph Borden, Jun., in Johnston, in the County of Providence, &c., by adjournment, on the 23d day of May, A. D. 1767.

Present—

Josiah Thornton,
Abr'm Belknap,
John Waterman.
Edward Fenner,
Nehemiah Sheldon,

Whereas, Joseph Borden did present unto this Council a written instrument or paper purporting the last Will and Testament of John Manton, deceased, and Elihu Thornton, Joseph Borden, Joseph Thornton and Joseph Snow, witness to said Will, all personally appeared in this Council, and on engagement did declare that they saw the Testator, John Manton, sign, seal, publish and pronounce the said Will to be his last Will and Testament, and that he was in his perfect mind and memory at the same time, and that they set their hands to the same as witness.

The said aforegoing paper purporting the last Will and Testament of John Manton, deceased, was presented to said Council for Probate, who having duly and maturely considered the same, and the many inconsistencies, unlawful clauses and limitations therein, as also the weak and infirm state of the said John Manton's mind at and about the time of his making thereof, and that this Council hath heretofore put the said John Manton under Guardian for want of capacity to manage his secular affairs, and it not appearing that he came to a better state of mind from the time the Governor and Council vacated the Guardianship over him to the time of his death, do adjudge the said paper or writing not to be a lawful Will and do disapprove of the same.

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[No. 16.]

And Benjamin Waterman, Joshua Greene and Ephraim Pearce, all appeared in Council and desired that Josiah King, Esq., might be appointed Administrator to the said John Manton's Estate, and the said Josiah King appeared in Council and accepted. It is therefore Voted and Resolved that the said Josiah be and he is hereby appointed Administrator, and that the Clerk grant Letters of Administration to the said Josiah according to law.

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[No. 17.]

At a Town Council held at the dwelling house of John Manton, deceased, in Johnston, in the county of Providence, and called by Warrant, on the second day of June, A. D. 1767.

Present—

Josiah Thornton,	William Hawkins,
Abraham Belknap,	Josiah King,
Edward Fenner,	William Warner.

And Josiah King, Esq., who is appointed Administrator to the personal estate of John Manton, of Johnston, deceased, appeared before this Council, and exhibited an Inventory of the personal

estate of the said John Manton; and Benjamin Waterman appeared before this Council, and on engagement did declare, that he had set forth all the personal estate of the said John, that had come to his knowledge to Henry Harris, Josiah King and Amos Westcott, and if any more should hereafter come to his hands, he would cause the same to be added to said Inventory. And the said Henry Harris, Josiah King and Amos Westcott, all appeared in Council and on engagement did declare that they had made a just and true apprisal of all the personal Estate of the said John Manton, deceased, that was set forth to them by the said Benja. Waterman. And it is therefore

Voted and Resolved, That the said Inventory be allowed and accepted and ordered to be recorded.

—

[No. 18.]

Whereas, Josiah King, of Johnston, Esqr., Administrator of the personal Estate of John Manton, late of said Johnston, deceased, hath represented to this Assembly that the Estate of the said John Manton is above £2000 lawful money in debt, and that the Inventory of his personal estate, doth not amount to £100 lawful money, and besought this Council to recommend his case to the General Assembly, that they would be pleased to empower him by a special Act, to make sale of so much of the said John Manton's Real Estate as shall be sufficient to make payment of his debts, and the Council taking his request into their consideration are fully satisfied that his the said Josiah King's representation of the Estate, is well founded, and it appears to them that there is the greatest necessity of selling so much of the said R. Estate as will pay the debts, that the rest may be preserved to the heirs, and do recommend it accordingly.

—

At a town Council held in Johnston, in the county of Providence, &c., at the Dwelling House of John Manton, deceased, called by warrant on the 2d day of June, A. D. 1767.

Present—

Josiah Thornton,	William Hawkins,
Abraham Belknap,	Josiah King,
Edward Fenner,	William Warner.

And Josiah King, Esq., who is appointed Administrator to the Personal Estate of John Manton, of Johnston, deceased, appeared before the Council, and exhibited an Inventory of the Personal Estate of the said John Manton, and Benjamin Waterman appeared before this Council, and on engagement, did declare that he had set forth

all the personal estate of the said John Manton, that had come to his knowledge, to Henry Harris, Josiah King and Amos Westcott, and if any thing now should hereafter come to hand he would cause it to be added to said inventory. And the said Henry Harris, Josiah King and Amos Westcott all appeared in Council, and on engagement, did declare that they had made a just and true appraisal of all the person estate of the said John Manton, deceased, that was set forth to them by said Benjamin Waterman. And it—

Voted and allowed, said Inventory be a good and lawful inventory, and to be recorded.

Test,

HENRY HARRIS, Clerk.

—

An Inventory of all the personal Estate of John Manton, of Johnston, in the County of Providence, &c., who departed this life the 15th day of March A. D. 1767, which was set forth to view by Benjamin Waterman, taken and appraised by us, the subscribers, on the first day of May, A. D. 1767.

	£	s.
To his Wearing Apparel,	201	
" 2 large Histories books, and several small Books,	81	
" 9 ounces and half of Plate and the make,	88	
" 1 old Saddle and Bridle,	12	
" 1 Warming Pan,	25	
" 1 old Feather Bed and some furniture in bed-room,	100	
" 1 Ticking, with 28 pounds of Feathers in it,	80	
" 1 old bed and no furniture,	85	
" 2 old bedsteads and 1 cord,	6	
" 1 large Chest,	15	
" Some old pewter,	16	
" 2 Brass Kettles,	50	
" 1 Small Iron Pot,	3	
" 1 old gun,	20	
" 1 pr Spoon moulds,	2	
" 1 old Sword and collar Needle,	1	10
" 1 pr stillyards,	18	
" Some Carpenter's Tools and Cooper's Tools,	41	
" 99 pounds of old Iron,	24	5
" some hay tackling,	5	
" 1 Hatchell,	10	
" 1 small grindstone,	1	
" 1 old cart rope,	2	
" 1 old churn,	4	
" 1 pr hand irons and stice,	16	
" about 6 old chairs,	15	

	£	s.
To 1 Desk,	60	
" old Iron and some boxes,	8	
" Some cart wheels, hoops,	3	
" 2 bells,	6	
" 1 old cask,	1	10
" about 150 feet of white pine boards,	13	10
" Iron bar,	7	10
" about 1800 lbs. tobacco,	450	
" 5 barrels of Cyder,	60	
" about half a barrel of salt beef,	7	
" 3 old hogsheads, and 1 corn riddle,	8	
" Rawhide,	13	15
" 1 old ax,	2	
" about 50 bushels Indian corn,	200	
" pair of old plow Irons and Drale,	3	
" 1 set of Harrow Teeth,	13	
" 6 bushels and half of Rye	32	
" 15 bushels of barley,	60	
" about 13 sheep,	156	
" 1 steer,	115	
" 13 lbs. Tallow,	7	16
" half ton of Hay,	35	
" 1 set of harrow teeth,	13	
" 1 surveying compass and pair of Dividers,	8	10
" Cash,	4	9
" 2 fish lines, 1 Razor and sundry small articles,	4	9
" Money due by book account,	308	11
" 1 old Navigation Book,	4	00
" 1 old chest and some old broken books in it,	2	00
" 1 old box rule,	1	00
	£2572	6

JOSIAH KING,
AMOS WESTCOTT,
HENRY HARRIS.

Recorded June 2d, 1767, Pr.

HENRY HARRIS, Council Clk.

—

Town Clerk's Office, Johnston, }
August 16th, A. D. 1850. }

I certify, the within minutes of the Court of Probate of the Town of Johnston, to wit, from the 19th day of November, 1763, to the 2d day of June, 1767, are true copies of the record in this office.

ROBERT WILSON, *Town Clerk.*

[No. 14.]

At the General Assembly of the Governor and Company of the English Colony of Rhode-Island and Providence Plantations in New England, in America, begun and holden by adjournment at Newport, within and for the said Colony, on the second Monday of June, in the year of our Lord one thousand seven hundred and sixty-four, and fourth of the reign of his most sacred Majesty George the Third, by the grace of God, King of Great Britain, &c.

In Council—

The Petition of John Manton being called and the parties heard, and the matter duly considered

It is voted and resolved, that the order of the Town Council of Johnston, putting the said John Manton under Guardians, be, and the same is hereby reversed: and all proceedings in pursuance of the said order, are hereby revoked and declared null and void; it appearing to this House, that the said John Manton doth not come within any of the descriptions of the law of persons over whom Guardians are to be appointed.

—

State of Rhode Island, &c.

Secretary of State's Office,
August 16, A. D. 1850.

I certify, that the foregoing is a true copy of the record of proceedings of the Governor and Council, on the petition of John Manton, June session, A. D. 1764, now in this office.

CHRIS'R E. ROBBINS, Sec'y.

—

[No. 19.]

In General Assembly, June Session, (second May) A. D. 1767, and seventh of the Reign of his Most Sacred Majesty George the Third, King of Great Britain, &c.

Whereas, Josiah King, Esquire, of Johnston, Administrator of the Personal Estate of John Manton, late of said Johnston, deceased, preferred a petition and represented unto this Assembly, that the said John Manton at the time of his death, was involved in a debt of two thousand pounds lawful money more than his Inventory will pay; and thereupon prayed that he may be empowered to sell so much of the real estate of the said John Manton, as will be sufficient to pay his debts.

On consideration whereof—

Be it enacted by this General Assembly and by the authority

thereof it is enacted, that the prayer of the said Josiah King in his aforesaid petition made, be, and the same is granted. And that he be and hereby is fully empowered to sell (by and with the advice and consent of the Town Council of Johnston aforesaid) so much of the real estate of the said John Manton as will be sufficient to pay his debts, and that a deed or deeds of the same by him made shall vest in the purchaser or purchasers thereof as full, ample and perfect an estate of inheritance, as the said John Manton, in his life-time, could have given, granted, or conveyed.

—

Secretary of State's Office, Providence, R. I.
August 16, A. D. 1850.

I certify, that the foregoing, is a true copy of the act of the General Assembly, June, 1764, on the petition of Josiah King, to sell certain real estate therein named, now on record in this office.

CHRIS'R E. ROBBINS,
Secretary of State.

—

[No. 20.]

This Indenture made the fourteenth day of May one thousand seven hundred and sixty-seven, and in the seventh year of his Majesty's Reign, by and between Benjamin Waterman of Johnston, in the County of Providence, in the Colony of Rhode Island, Yeoman, of the first part, Joshua Greene of said Johnston, Yeoman, and Mehitabel his wife, of the second part, and Ephraim Pearce of said Johnston, Yeoman, and Phebe his wife of the third part, witnesseth whereas, John Manton of said Johnston, Yeoman, lately died possessed of divers lands, in the county of Providence, and being indebted in divers considerable sums to sundry persons without leaving sufficient personal Estate to pay the same, and whereas the said Mehitabel and Phebe, together with the children of the said Benjamin Waterman, by Anna his late wife, whose guardian he is, are heirs of the said John Manton, and whereas the said Benjamin Waterman and Joshua Greene on the one part, and the said Ephraim Pearce on the other, have, by a certain instrument, dated the eleventh day of April, A. D., 1767, covenanted and agreed to submit unto Daniel Jenks, Esq., Richard Steere, Esq., and Mr. George Jackson, among other things to adjudge and determine what part of the said John Manton's real estate should be set off and divided unto the said Ephraim Pearce and Phebe his wife, daughter of the said John Manton, and whereas the said Gentlemen Referees having met and considered the whole matters relating to the Estate of the said John Manton, have agreed that the said Ephraim Pearce and

Phebe his wife, their heirs, executors and administrators be absolutely acquitted and discharged from the payment of any of the debts of the said John Manton, and that fifty acres of land be set off and divided unto the said Ephraim Pearce and Phebe his wife, on the Northerly side of the home farm of the said John Manton, on the East side of the highway, and moreover that the said Ephraim Pearce and his said wife, their heirs and assigns, should be quieted in the lands at *Absaloni*, given by deed by the said John Manton to the said Ephraim Pearce and his said wife, and that the said Ephraim Pearce and Phebe his wife, shall quit all claim and demand to the residue of the said John Manton's Estate in possession, revision, reversion, or remainder, or of what kind or nature soever unto which agreement and determination of the said referees the parties to this Indenture do hereby consent.

No. 21.

Now, *Know Ye*, that the said Benjamin Waterman, in behalf of himself and his children by the said Anna, daughter of the said John Manton, of which children he is Guardian, and the said Joshua Greene and Mehitabel his wife, do hereby for themselves, their heirs, executors and administrators, release and discharge and fully acquit the said Ephraim Pearce and Phebe his wife, their heirs, executors and administrators, from the payment of all debts of what kind soever due from the estate of the said John Manton, and do covenant to save and keep them harmless from the payment thereof, and all costs and charges that may arise thereon, and the said Benjamin Waterman, for himself and his said children, and the said Joshua Greene and Mehitabel his wife, do set off and assign unto the said Ephraim Pearce and Phebe his wife, and to their heirs and assigns forever in severalty, fifty acres of land on the Northerly side of the homestead farm of the said John Manton, in Johnston, on the East side of the Highway to be divided off by a line beginning at a stake and stones standing on the East side of the highway or country road just forty rods Southward from the place where the Southerly line of the farm belonging to the heirs of Henry Harris, deceased, crosses said road, and to run from said stake and stones Easterly a strait course to Wonasquatucket river so as to make up the said quantity of Fifty acres, on the Northerly side of said line, To Have and to Hold the said Fifty acres unto them the said Ephraim Pearce and Phebe his wife, their heirs and assigns forever in severalty,—and the said Benjamin Waterman and Joshua Greene and Mehitabel his wife, for themselves, their heirs and assigns, do remise, release and forever quit-claim and confirm unto the said Ephraim Pearce and Phebe his wife in their actual seizen and possession, now being and to their heirs and assigns forever all the Estate, right, title, interest, possession, inheritance, portion, dividend, share, part, reversion, remainder, claim and demand whatsoever which they ever had, now

have or ought to have of, in or to the said Fifty acres of land set off as aforesaid, and also of, in and to a certain tract of land lying at a place called *Absaloni*, in Gloucester containing Sixty-five acres purchased by the said Ephraim Pearce of Daniel Eddy, and the said Ephraim Pearce and Phebe his wife, for themselves, their heirs and assigns, do remise, release, and forever quit-claim and confirm unto the said Benjamin Waterman, the aforesaid children of the said Anna, namely, Lydia and Betty,—and the said Joshua Greene and Mehitabel his wife, in their actual seizen and possession now being and to their heirs and assigns forever, all the estate, right, title, interest, inheritance, portion, share, dividend, part, reversion, remainder, claim and demand whatsoever, which they ever had, now have or ought to have of, in and to all the rest and residue of the Estate or rights of Estate of the said John Manton deceased, whether in possession, reversion, or remainder, or of what kind or nature soever.

In Witness Whereof, the said parties have hereunto set their hands and seals the day and year aforewritten.

BENJAMIN WATERMAN, S.
JOSHUA GREENE, S.
MEHITABEL GREENE, S.
EPHRAIM PEARCE, S.
PHEBE PEARCE, S.

Signed, sealed, and delivered
in presence of us,

NOTE.—The words, "and to their heirs and assigns forever," were interlined before signing and sealing.

HENRY HARRIS,
SILAS DOWNER,
DANIEL JENKES,
RICHARD STEERE,
GEORGE JACKSON.

JOHNSTON, MAY 14th, 1767.

Personally appeared the within subscribers namely Benjamin Waterman, Joshua Greene, Mehitabel Greene, Ephraim Pearce, and Phebe Pearce, and acknowledged the within and aforegoing instrument, to be their voluntary act and Deed and their hands and seals thereto affixed.

Before me,

DANIEL JENCKES, *Justice.*

—

Recorded, April 8th, 1768, by

HENRY HARRIS, *T. Clerk.*

Town Clerk's Office, Johnston, August 21*st*, 1850.

I certify the aforegoing is a true copy of Record in Book 1, Pages 334, 335, and 336, Record of Deeds, Johnston.

ROBERT WILSON, *Town Clerk.*

—

[No. 22.]

This Indenture made the sixth day of June in the seventh year of his Majesty's Reign, one thousand seven hundred and sixty-seven, by and between Benjamin Waterman of Johnston, in the County of Providence, in the Colony of Rhode Island, Yeoman, of the one part, and Joshua Greene of said Johnston, Yeoman, and Mehitabel his wife of the other part, witnesseth whereas John Manton, late of said Johnston, Yeoman, deceased, died Intestate, leaving divers lands and tenements, and whereas he stood indebted at the time of his death, in divers large sums especially unto the said Benjamin Waterman and the said Joshua Greene, and whereas the said Benjamin Waterman whose late wife Anna Waterman deceased was daughter of the said John Manton, and who hath left issue, two daughters, namely, Lydia and Betty Waterman, and the said Joshua Greene and Mehitabel his wife another daughter of the said John Manton, and Ephraim Pearce of said Johnston and Phebe his wife also daughter of the said John Manton, have come to a loving agreement with regard to the settlement of the Estate and Debts of the said John Manton, and by Indenture among themselves the part and proportion of said Estate belonging to the said Ephraim Pearce and his wife hath been since the death of the said John Manton, set off and assigned to them the said Ephraim and Phebe as in and by the said Indenture may appear, and whereas the said Benjamin Waterman in behalf of himself and the said two children, Lydia Waterman and Betty Waterman, whose Father he is, and the said Joshua Greene and his wife, have agreed that the homestead farm in Johnston, late belonging to the said John Manton, excepting so much thereof as hath been set off to the said Ephraim Pearce and his wife, and excepting so much thereof as is hereafter mentioned to be in common between the parties hereto, should be divided between the said Benjamin Waterman, and the said Joshua Greene, and his wife in manner hereafter mentioned. Now, Know all Men by these Presents, that it is covenanted between the said parties to these presents, that the dwelling house with a piece of land for a lot whereon it standeth, bounded as followeth, beginning at a stake to be the Southwest corner and from thence running North, thirty-three degrees West, four poles and an half through the well to the Westward of said house to another stake for a Northwest corner, then beginning again at the first mentioned or Southwest corner and from thence running

East twenty-six degrees North eleven poles and an half to the Southernmost bar-post, standing in the west side of the highway and then from the said Northwest corner to run likewise the same course with the last mentioned line, it being parallel thereto to the said highway, and then along said highway Southerly to said bar-post, shall be and remain in common between the parties to these presents until it shall be otherwise agreed, divided or settled between them. And that all the land lying on the Westerly side of said highway Southward of said house-lot and Southward of a certain line running from said well West seventeen degrees and an half South to a Chestnut tree standing as a corner bound of said Manton's land, also a corner bound of land of Josiah King bounded Southerly on land of the said Josiah King, Easterly on the said highway, and Northerly partly on said house lot and partly on said line running from said well to said Chestnut tree, or however otherwise bounded, containing about six acres and a quarter and ten poles more or less, shall be and remain to the said Benjamin Waterman in severalty and to his heirs and assigns forever. And that all the remainder of land lying on the West side of the highway, bounded Easterly aud Northwesterly on highway, Westerly and Southwesterly on Josiah King's land, and Southerly on the said house lot, and the said line running from the said well to the chestnut tree, or however otherwise bounded, containing about thirty-six acres and an half and fifteen poles more or less, shall be and remain to the said Joshua Greene and Mehitabel his wife in severalty, and to their heirs and assigns forever. And that all the lands lying Eastward of said highway, and to the Southward of a certain dividing line, beginning at a stake and stones standing on the Easterly side of the highway being Fifty-four poles and an half from the Elm tree standing by the highway, and a corner bound on the Southerly part of said farm along said road as the same lieth and eighty-seven poles and an half Southerly from the Southwest corner of the land set off as aforesaid to Ephraim Pearce and his wife along said highway as the same runneth, and from said stake and stones said dividing line runneth East three degrees North to Wonasquatucket River, or however otherwise bounded, and containing about sixty-five acres and an half and fifteen poles more or less, shall be and remain to the said Benjamin Waterman in severalty and to his heirs and assigns forever. And all the remaining land on the East side of said highway bounded Northerly on land set off to Ephraim Pearce and his wife, Westerly on said highway, Southerly on said dividing line, and Easterly on Easterly on Wonasquatucket river, or however otherwise bounded, containing about eight acres and three quarters, shall be and remain to the said Joshua Greene and Mehitable his wife in severalty and to their heirs and assigns forever. And the said Benjamin Waterman on the one part, and the said Joshua Greene and Mehitable his wife on the other, do mutually and respectively remise, release and forever quit-claim and confirm each to the other the said parts of land so set off, being in

their respective seizen and possession and to their heirs and assigns forever, all the right, title, interest, property, share, portion, dividend, inheritance, claim and demand whatsoever, which either of them ever had, now hath or ought to have of, in or to the lands and premises respectively set off and divided to the other of them, and they will forever reciprocally warrant and secure the same against the lawful claims of all persons, claiming from, by or under them severally and respectively. And the parties further covenant that all the debts due from the estate of the said John Manton, shall be paid by the parties hereto equally, that is the said Benjamin Waterman shall pay one moiety thereof, and the Joshua and his wife the other moiety. And it is further agreed between them, that either of the said parties may have free access to the Dam made on the Southerly part of said homestead, and shall and may have full liberty at the proper season by means of said dam to overflow their meadow lands, and that the expenses of repairing said dam shall be borne by the said parties in proportion to the benefit each may receive by flowing.

In Witness Whereof, the parties aforesaid have hereunto set their hands and seals the day and year aforesaid.

BENJAMIN WATERMAN, L. S.
JOSHUA GREENE, L. S.

Signed, sealed and delivered
in presence of us,
viz. by said B. Waterman and Joshua Greene,
SILAS DOWNER,
HENRY HARRIS,
GEORGE JACKSON.

—

Recorded in Book No. 1, Pages 336, 337 and 338, Record of Deeds, of the Town of Johnston.

A true copy—Attest,
ROBERT WILSON, *Town Clerk.*

[No. 23.]

To all people to whom these presents shall come: I, Josiah King, of Johnston, in the County of Providence, in the Colony of Rhode Island, Esq., Administrator of the personal estate of John Manton, late of said Johnston, Yeoman, deceased, send Greeting, whereas the Honorable General Assembly of the Colony above said at their session held at Newport on the second Monday in June one thousand seven hundred and sixty-seven, passed an act empowering me the

said Josiah King to sell by and with the advice and consent of the Town Council of said Johnston, so much of the Real Estate of the said John Manton as would be sufficient for the payment of his debts and to give and execute a deed or deeds thereof to the purchaser or purchasers, and whereas for the purpose aforesaid, I, the said Josiah King, on the fifteenth day of July instant, did sell at public vendue, the land and premises hereafter described and limited, being part of the estate of the said John Manton deceased, unto Benjamin Waterman of said Johnston, Yeoman, son-in-law and one of the principal creditors of the said John Manton who was the highest bidder for the sum or consideration of nine hundred and thirty-one pounds, seven shillings and five pence three farthings, lawful money. Now, Know Ye, that I, the said Josiah King, in virtue of my power and authority aforesaid—and for and in consideration of the said sum of nine hundred and thirty-one pounds seven and five pence, three farthings lawful money, to me in hand already paid by the said Benjamin Waterman, the receipt whereof I do hereby acknowledge, have granted, bargained, sold conveyed and confirmed and by these presents do grant, bargain, sell, convey and confirm unto him the said Benjamin Waterman, and to his heirs and assigns forever, all that part and proportion of the said John Manton's homestead farm and buildings situate in said Johnston, lying and being Southward of a certain line or lines beginning at a chestnut tree standing on the westerly side of the said John Manton's farm, and which is also a corner bound of land of me the said Josiah King, and from the said chestnut tree running East fourteen degrees and one half North to the middle of the well a little to the westward of the westerly end of the late mansion house of the said John Manton and from the middle of said well to run to the middle of the westerly end of said mansion house and from thence through the said house lengthwise dividing the same equally to the middle of the Easterly end thereof and from thence East twenty-six degrees North to a heap of stones standing on the westerly side of the highway or county road, then beginning again at a stake and stones standing on the other or Easterly side of the said highway a few rods southward from said heap of stones, to wit, at a place fifty-four poles and an half Northerly from an Elm tree standing standing by the said highway, being a corner bound of said homestead on the southerly part thereof near a brook along said highway as the same runneth and eighty-seven poles and an half Southerly from the Southwest corner of that part of the said homestead farm set off and divided by indenture to Ephraim Pearce and Phebe his wife along said highway as the same lieth, and from said stake and stones so standing on the Easterly side of said highway to run East three degrees North to Wonasquatucket river which said part of said homestead farm contains about seventy-two acres more or less, and is bounded Easterly on said river, Southerly partly on land of David Brown, and partly on land of me the said Josiah King, and Southwesterly and westerly on land also of me the said

Josiah King, with all the right, title, interest, freehold, inheritance and Estate whatsoever of the said John Manton of, in and to said demised premises with the appurtenances thereto belonging—

To Have and to Hold the said granted and bargained premises with the appurtenances unto him the said Benjamin Waterman, his heirs and assigns forever with all the right, title, interest, freehold, inheritance and estate whatsoever of him the said John Manton, of, in and to said granted and bargained premises to the use and behoof of the said Benjamin Waterman, his heirs and assigns forever.

In witness whereof, I, the said Josiah King, have hereunto set my hand and seal the sixteenth day of July one thousand seven hundred and sixty-seven, and in the seventh year of his Majesty's Reign.

JOSIAH KING, (L. S.)

Signed, sealed and delivered
in presence of
GEORGE JACKSON,
EBENEZER RICHMOND.

—

Providence sc. at Providence the 24th day of July, A. D. 1807.

Personally appeared the within written Josiah King and acknowledged the aforegoing Instrument to be his voluntary act, deed, hand and seal.

Before me,

A. ATWELL, *Just. Peace.*

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[No. 25.]

The 19th day of May, A. D. 1770, then this deed was publicly read before the Town Council of Johnston, and they approved and allowed the sale to be good.

Signed, per order,

HENRY HARRIS, Council Clerk.

—

Received for record the 12th of November, 1768, and recorded accordingly.

Pr HENRY HARRIS, T. Cl'k.

—

Recorded in Book No. 1, pages 374 and 375, Record of Deeds, Johnston.

True copy—Attest,

ROBERT WILSON, Town Clerk.

August 21, 1850.

[No. 24.]

To all People to whom these Presents shall come:—I, Josiah King, of Johnston, in the County of Providence, in the Colony of Rhode Island, Esq., Administrator of the personal estate of John Manton, late of said Johnston, Yeoman, deceased, send Greeting, Whereas the Honorable General Assembly of the Colony aforesaid, at their session held at Newport on the second Monday in June, one thousand seven hundred and sixty-seven, passed an act empowering me the said Josiah King, to sell by and with the advice and consent of the Town Council of said Johnston, so much of the Real Estate of the said John Manton as would be sufficient for the payment of his debts, and to give a deed or deeds thereof to the purchaser or purchasers, and whereas for the purpose aforesaid I, the said Josiah King, on the fifteenth day of July instant, did sell at public vendue, the land and premises hereafter described and limited, being part of the estate of the said John Manton, deceased, unto Joshua Greene, of said Johnston, Yeoman, son-in-law and one of the principal creditors of the said John Manton, who was the highest bidder, for the sum or consideration of nine hundred and thirty-one pounds, seven shillings and five pence, three farthings, lawful money. Now, Know Ye, that I, the said Josiah King, in virtue of my power and authority aforesaid, and for and in consideration of the said sum of nine hundred and thirty-one pounds, seven shillings and five pence, three farthings lawful money to me in hand already paid by the said Joshua Greene, the receipt whereof I do hereby acknowledge, have granted, bargained, sold, conveyed and confirmed, and by these presents do grant, bargain, sell, convey and confirm unto him the said Joshua Greene and to his heirs and assigns forever, all that part and proportion of the said John Manton's homestead farm and buildings situate in said Johnston, lying to the Northward of the line or lines hereafter mentioned, excepting so much of and that part of the said homestead lying on the Easterly side of the highway as hath been set off and divided unto Ephraim Pearce, of said Johnston and Phebe his wife, that is to say, beginning at a chestnut tree standing on the Westerly side of the said John Manton's farm and which is also a corner bound of land of me the said Josiah King, and from the said chestnut tree running East seventeen degrees and an half North to the middle of the well a little to the westward of the westerly end of the late mansion house of the said John Manton, and from the middle of said well to run to the middle of the westerly end of said mansion house and from thence through the said house lengthwise, dividing the same equally to the middle of the Easterly end thereof and from thence East twenty-six degrees North to a heap of stones on the westerly side of the highway or country road, then beginning again at a stake and stones standing on the other or Easterly side of said highway a few rods Southward from said heap of stones, to wit, a place fifty-four

land containing seven acres and fifty-four poles lying in Johnston aforesaid and is that tract of land called the Bog Swamp, and is bounded as follows, beginning at the Southwest corner a heap of stones then North twenty-five degrees West, six poles, then North twelve degrees East sixteen poles to a stake, then North forty-six degrees East three poles to a stake, then South, thirty-seven deg's East four poles to a stake, then East twenty-four degrees South fourteen poles to a stake, then East twenty degrees South twelve poles to a stake, then East three degrees North eighteen poles, then East seven degrees North fourteen pole, then North twenty-four deg's East ten pole, then East thirteen deg's North four poles, then East thirty-eight deg's North six pole, then East thirty-eight deg's South two pole, then South four deg's West four pole, then South six degrees West sixteen pole to a black oak tree, then West sixteen deg's South thirty-one pole to a dry black oak tree, then strait to the first bound the North side of ye sd land, bounds chiefly on land belonging to the grantor, and the East end and South side bounds on land now in the possession of Richard Thornton son of Joseph, together with all the right, title, interest, freehold, inheritance and estate whatsoever, of him, the said John Manton, of, in and to said demised premises with the appurtenances thereto belonging—

To Have and to Hold said granted and bargained premises with the appurtenances with all the right, title, interest, freehold, inheritance and estate whatsoever of him the said John Manton, of, in and to the said demised premises unto him the said William Borden King, and to his heirs and assigns forever, to his and their only proper use, benefit and behoof forever.

In witness whereof, I, the said Josiah King, have hereunto set my hand and seal the twenty-ninth day of July one thousand seven hundred and sixty-nine, and in the ninth year of his Majesty's Reign.

JOSIAH KING. (L. S.)

Signed, sealed and delivered
in presence of
HENRY HARRIS,
MEHETABELL HARRIS.

—

Providence sc.

JOHNSTON, August 11th, 1769.

Personally appeared the above grantor Josiah King and acknowledged the above and within written Instrument to be his act, and deed, hand and seal, thereunto affixed.

Before

JOSEPH BORDEN, JUN., *Just. Peace.*

[No. 28.]

The 15th day of January, A. D. 1771, then the within deed was publicly read before the Town Council of Johnston, and they approved and allowed the sale to be good.

Signed, per order,

HENRY HARRIS, Council Clerk.

—

Recorded the 8th of February, 1770,

Pr HENRY HARRIS, T. Cl'k.

—

Recorded in Book No. 1, pages 371 and 372, Record of Deeds, Johnston.

True copy—Attest,

ROBERT WILSON, Town Clerk.

August 21, 1850.

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[No. 30.]

Extract from Deed, Josiah King Adminis'r to Joshua Greene, dated 17th of March, 1770:

"Know Ye, that I, the Josiah King, Administrator, have sold to the said Joshua Greene, son-in-law of John Manton, one of the principal creditors, on the first day of March, at auction for £120 due from the Estate of said Manton, two hundred acres of the said John Manton's larger tract of land that he had in Gloucester, &c., at a place called Absalony—said two hundred acres is the Northerly and Northeasterly part of said tract of land beginning at a Maple tree marked and bounded, &c."

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[No. 31.]

Extract from Deed Josiah King, Administrator, to Joshua Greene, dated May 19th, 1770:

"Know ye, (reciting that he had sold on the 7th day of said May to the said Joshua, at auction, for £66 due from said Estate, two hundred acres of the said John Manton's large tract at Absaloni; and is a part of the Northerly and Northeasterly part of the larger tract that did belong to the said John Manton, beginning at the Southeast corner, at a heap of stones in the West line of a two hundred acre piece that I, the said Josiah King, sold the said Joshua, on the 17th day of March last" and bounded as in said Deed described.

[No. 32.]

Extract from Deed Josiah King, Administrator to Joshua Winsor, dated July 2d, 1774:

"Know ye (reciting that the sale was at auction to pay a balance of debt due from said Estate of £10 10s.) have sold to the said Winsor, 17 1-2 acres of the large tract of the said John Manton, at a place called Absaloni—adjoining on the Easterly side of said Winsor's Farm, and Northerly side of the county road, &c., and bounded, &c.," (as in said Deed described.)

[No. 33.]

Providence sc. Court of Common Pleas, May Term, 1817.

Christopher Wilkinson, of Smithfield, in the County of Providence, and Anna his wife, complain of William B. King of Johnston, in said county, Esquire, in the custody of the Sheriff in an action of trespass and ejectment. For that the Plffs in right of the said Anna on the first day of January, 1810, were seized and possessed of a certain lot of land in said Johnston, two acres, two quarters and twenty-nine rods, bounded as follows, to wit, beginning at a corner of said lot by the highway and running North 53 East 37 rods and eight links to a stake and stones. Thence South 64 East bounding Northerly on land now in possession of Samuel Greene 9 rods 11 1-2 links to a stake, thence South 80 East 12 rods and seven links to a chestnut stump, thence South 14 West bounding on other land now in possession of the Deft 23 rods and 17 links to a stake and stones, thence South 69 1-2 West sill bounding on other land in possession of the Deft 21 rods and 10 links to the highway, thence on said highway to the first bound, and continued so thereof seized and possessed until the Deft. afterwards, to wit, on the same day, at Johnston with force and arms, illegally and unjustly entered in and upon the possession of the same and the Plff therefrom ejected, expelled and amoved, and the possession of the same the Deft still withholds and from the Plff unjustly detains with force and arms and against the peace to the damage of the Plff three hundred dollars as laid in their writ, dated the fifth day of May 1817, and thereupon they sue by their Attorney.

JOHN WHIPPLE.

In the action, Christopher Wilkinson and wife, ag't. Wm. B King, the said King saith that said action is brought to recover the possession of certain lands, &c., and which he the said King holds by a

deed of warrantee from Arthur Waterman, and he prays he may be allowed to cause to be cited to make good his warrantee, or in default thereof to abide the consequences thereof.

And he as in duty bound will ever pray.

By his Att'y,

LEM'L. H. ARNOLD.

Dec. T., 1817. Ordered 2 day that a summons issue according to the above prayer, returnable forthwith.

Witness, W. R. D., Clk.

Sum's. issued Dec. 3, 1817. Del'd L. H. A.

A true copy—Attest,

L. SALISBURY, Cl'k.

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Among the papers on file in said case, is the original summons prayed for above, dated the 3d day of December, 1817, with an acknowledgement of service on the back of same date, signed by Arthur Waterman.

Attest,

L. SALISBURY, Cl'k.

DEFT. PLEAS IN CASE

C. Wilkinson and Wife vs. Wm. B. King.

And the Deft. comes into Court and defends the force and injury when &c., and says that the Plffs their action aforesaid ought not to have and maintain because he says that in and by an act of the General Assembly of this State, entitled, "an act for quieting possessions and avoiding suits at law," which act is still in force, it is among other things enacted "that where any person or persons or others from whom he or they derive their titles, either by themselves, tenants or lessees, shall have been for the space of twenty years in the uninterrupted, quiet, peaceable and actual seizen and possession of any lands, tenements, or hereditaments within this State, for and during the said time, claiming the same as his, her or their proper, sole and rightful estate in fee simple, such actual seizen and possession shall be allowed to give and make a good and rightful title to such person or persons, their heirs and assigns forever; and this act being pleaded in bar to any action that shall hereafter be brought for such lands, tenements or hereditaments, and such actual seizen and possession being duly proved shall be allowed to be good, valid and effectual in law for baring the same."

And the Deft avers that he and those from whom he derives his title, have been for the space of twenty years next before the commencement of the present action, in the uninterrupted, quiet, peace-

able and actual seizen and possession of the premises described in, and demanded by the Plffs declaration, during all the said time, claiming the same as his, her or their sole, and rightful estate in fee simple, and this he is ready to verify.

Wherefore he prays judgment, &c., and his cost.

By his Attorney, LEM'L H. ARNOLD.

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And by leave, &c., the Deft further defends the force and injury when &c., and says he is not guilty in manner and form as the Plffs have in their declaration aforesaid thereof charged against him, and this, &c.

By his Attorney, LEM'L H. ARNOLD.

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[No. 29.]

JOHNSTON, February 17th, 1770.

Then received of Josiah King, Administrator to the Personal Estate of John Manton, deceased, all the goods that is contained and mentioned in said John Manton's Inventory, excepting the bad debts that are not *gitable*, and ninety pounds old tenor money, in full satisfaction, excepting the bad debts and the ninety pounds above mentioned, for which We, Benjamin Waterman and Joshua Greene, do hereby for us, our heirs, &c., acquit and fully discharge the said Josiah King, his heirs, executors and administrators forever, we say Reced by us the day and year abovesaid as witness our hands.

BENJA. WATERMAN.
JOSHUA GREENE.

Test,
HENRY HARRIS,
JOSEPH RANDALL.

—

[No. 47.]

I, Phebe Pearce, of Johnston, in the County of Providence, of lawful age, and engaged according to law, do testify—that Benjamin Waterman came to my house, voluntarily and began a conversation of his own accord, and said it worried him in mind to think how I had been wronged, and his poor children, also he said my father when he died left three hundred acres of land in that was not deeded to any one, and said they had made a false account against my father of one thousand lawful money, namely, said Benjamin Waterman and Joshua Greene, and also Josiah

King, Esq., told me that the Inventory would have paid every debt my father owed.

And that said Benjamin Waterman and Joshua Greene occupied and managed the lands of my father, and never to my knowledge, paid any rent or clothed my father, and I found my father shirts and trowsers, one summer myself. My father was childish but was not expensive, he was not capable of overseeing his farming business. I attended and overseed his farming business, while I lived on the farm sometime after my Brother died.

Question by Wm. B. King—Did you or your hnsband acquit your right in your father's estate?

Answer—I signed my right away—as to my husband I don't recollect.

Quest. by same—Was the discourse alluded to above with Benjamin Waterman before you signed your right away, or afterwards?

Answer—Afterwards.

Quest. by same—Did you quit your right in your Father's estate in consequence of the debts against the estate?

Answer—I was willing to take my equal share in the estate, and my proportion of the debts, at that time I was on a sick bed, my husband was worried about the debts. In consequence I quit my right.

Quest. by same—Did your husband hire your father's farm of his Guardian?

Answer—I do not recollect—he did something on the farm one season and the crops were destroyed and he recovered damage.

her
PHEBE ⋈ PEARCE.
mark.

		44
Cost of Deft.	1	48
	1	93

Providence sc. JOHNSTON, July the 21st, A. D. 1817.

I hereby certify that the within deposition was by me and signed by the Deponent's own hand in my presence.

EBENEZER SPRAGUE, Justice of the Peace.

I hereby certify, that the within deposition was taken at the request of Christopher Wilkinson and others, to be used as evidence in an action of trespass and ejectment pending at the Court of Common Pleas, to be holden at Providence, in said county, on the first Monday in December next, wherein said Christopher Wilkinson and

others are Plffs, and Jabez Olney is Deft, parties notified but not present at the taking of said deposition.

EBENEZER SPRAGUE, Jus. Peace.

Delivered in Court W. R. D. Clerk.

Wednesday, Dec. 31, 1817, the 27 day the term.

Court met pursuant to adjournment.

Present all the Court.

Christopher Wilkinson and Wife against William B. King, Deft.

This case being called, argued and committed to the following Jury duly empannelled to try the same, viz:

Abraham Wilkinson, F.	Dexter Arnold,
George Aldrich, 3d.	Israel G. Manchester,
John Angell, Jr.	Nathan Wood,
Amasa Mowry,	Mowry Taft,
Ashel Mann,	Dan Robinson,
Esek Brown,	Nathaniel Aldrich.

They return their verdict as follows: viz., "We find for the Plaintiffs the land described in the Plaintiffs' declaration and cost."

Witness for Plff sworn,

BENONI PEARCE,
PETER BRIGGS,

$5, for State paid by Plff.

Court adjourn to Thursday morning at 9 o'clock.

The foregoing sheets, numbered 1 to 7, are true copies of the originals being papers in the action Christopher Wilkinson and wife vs. Wm. B. King, on file in this office. Sheet numbered 7, is an extract from the Minute Book of the Court of Common Pleas for the County of Providence, from December Term, 1817, to May Term 1820. After a diligent search no other Record of said case has been found.

Clerk's Office, Court of Common Pleas,
Providence, Oct 17, 1851.

L. SALISBURY, Clerk.

Fees $1,50—pd L. S.

[No. 34.]

At a Court of Probate called and held in Johnston, in the County of Providence, the 26th day of Sept. A. D. 1799.

Esek Olney,
Isaac Winsor,
Jeremiah Manton,
Daniel Sprague,
Philip Arnold.
} Present.

A paper purporting to be the last Will and Testament of Benjamin Waterman, late of Johnston, deceased, being offered for Probate, one of the heirs at law of the said Benjamin being present, object to the Probate thereof, and request that this Court may be adjourned.

Ordered, that Patience Thornton and Benjamin Thornton, minors, under the age of twenty-one years, be cited to appear before this Court to be held in Johnston by adjournment, on Saturday, to choose Guardians to their persons and property.

It is further ordered that William Thornton, Anna Thornton and Hezekiah Carpenter, all heirs at law of Benjamin Waterman, late of Johnston, deceased, be cited to appear before this Court, the 21st day of October next, at 9 o'clock, A. M.

This Court is adjourned to Saturday, the 28th day of this present month, to be at the house of Edward Manton, at 10 o'clock, A. M.

At a Court of Probate held (by adjournment) in Johnston, in the County of Providence, the 28th day of September, A. D. 1799.

Esek Olney,
Isaac Winsor,
Jeremiah Manton, } Present.
Daniel Sprague, and
Philip Arnold,

Patience Thornton and Benjamin Thornton, children and heirs at law to Lydia Thornton, the late wife of Stephen Thornton, being duly cited to appear before this Court agreeable to order the last meeting to nominate and choose Guardians to take care of their persons and property, did not appear, and no persons present offering to be their Guardians, nothing further was done in the premises.

At a Court of Probate held in Johnston in the County of Providence, (by adjournment,) on Monday, the 28th of October, A. D. 1799.

Esek Olney,
Isaac Winsor,
Jeremiah Manton, } Present.
Daniel Sprague, and
Philip Arnold,

The paper purporting to be the last Will and Testament of Benjamin Waterman, late of Johnston, deceased, being presented to this

Court for Probate, by consent of parties concerned, the Will was disapproved of and laid aside.

Ordered and Decreed, that William Borden King, Esqr., be appointed Administrator on the Estate of Benjamin Waterman, late of Johnston, deceased, and that the Clerk of this Court make and sign him Letters of Administration accordingly under the Seal of this Court, he giving bond for his rightful Administration agreeable to law.

Ordered and Decreed by this Court, that Joshua Angell, Jeremiah Manton and Edward Fenner, be appointed to take an Inventory of the Estate of the said Benjamin, who, being all present, accepted the trust, and were sworn to the faithful discharge thereof.

Ordered, that this Court be adjourned till Saturday, the 23 day of November, next, at Wheaton Allen's, at 1 o'clock, A. M.

At a Court of Probate held (by adjournment) in Johnston, in the County of Providence, on Saturday, the 23d of November, A. D., 1799.

Esek Olney,
Isaac Winsor,
Jeremiah Manton,
Philip Arnold,
} Present.

Ordered and decreed, that Olney Angell be cited to appear before this Court, this afternoon as soon as may be.

Whereas, complaint hath been made to this Court by William Borden King, Administrator of the Estate of Benjamin Waterman, deceased, that Catherine Waterman, Capt. Olney Angell and Arthur Waterman, has property in their hands of the said Waterman's and will not bring it forth to the Administrator, that he may have it inventoried.

Therefore, on due consideration had thereon. It is Ordered and Decreed by this Court, that the above said persons be put upon oath respecting the same—and the aforesaid Catharine, Olney and Arthur Waterman being present, did, on their solemn oath, declare that they had not any of the aforesaid property in their hands or possession to their knowledge.

William Borden King, Administrator of the Estate of Benjamin Waterman, late of Johnston, deceased, exhibited an Inventory of the Estate of the said deceased, and made oath that the said Inventory contains the whole of the estate of the said deceased, that has come to his hands, possession and knowledge, and that if any more thereof should hereafter appear, he would cause the same to be added to said Inventory. It is therefore ordered and decreed by this Court that the said Inventory be accepted and approved to be a good and lawful Inventory.

An Inventory of the Estate of Benjamin Waterman, late of Johnston, in the County of Providence, deceased, who departed this life, the 4th day of September, A. D. 1799. Appraised upon oath by us the subscribers duly appointed to that service by the Court of Probate of Wills, &c., for said town of Johnston, viz.—

Real Estate—viz. Farm and Buildings,	3000 00
Wearing Apparel,	23 11
One Feather bed, including 2 pillows, one bolster, and the cases, under bed and bedstead, and cord, and 4 flannel sheets, 6 linen do, one bolster case and 8 pillow cases, and a set of curtains, and 2 new blankets, one old do, 2 old linen coverlids, and one old woolen do,	62 62
One Flock bed, bolster, tick and pillow, ticks and cases, bedstead and cord, one coverlid, 2 blankets, 2 sheets, &c.	13 13
One Feather bed in chamber and under bed, bolster, ticks and pillow ticks and bolster cases, and pillow cases, a linen coverlid.	
* * * * *	
Whole amount of Inventory,	$710 64

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It is agreed and covenanted by and between the parties hereto each with the others for themselves, their heirs, executors, and administrators in manner following, that is to say—that the paper purporting to be the last Will and Testament of Benjamin Waterman, be set aside and disapproved, and that none of the parties hereto shall ever have claim, challenge or demand, any right, property, interest or estate, under the same, nor any other Will or Testament of said Benjamins. It being fully understood and agreed that the same ought not to be approved, and that the said Benjamin, died intestate; that the widow Catherine Waterman, shall have her third part of the Real and Personal Estate according to law, relative to intestate estates, and shall be exonerated from all the expenses of settling said Estate. That William Borden King, Esq., shall be agreed on and recommended to the Court of Probate as administrator on said Estate, and that all the parties hereto shall and do relinquish all claim to the administration. That this agreement shall be recorded by the Clerk of the Court of Probate, and kept on file by him in this Court.

Signed, sealed and delivered before the Court of Probate for the

Tree marked [particularly described in Deed] bounded Northerly and Westerly on Grantor's land, &c."

[No. 37.]

Extract from Deed Joshua Greene and wife to his son John Greene —dated May 30th 1795.

"*Consideration—Love and Good Will.*

" One certain lot of land situate, lying and being in Gloucester aforesaid and is part of the farm that the said John Greene now lives on and is bounded as follows." [Boundaries particularly described.]

[No. 38.]

In the name of God, Amen. I, Joshua Greene, of Johnston, in the County of Providence and State of Rhode Island, Yeoman, being mindful of the mortality of human nature, and that it is appointed for all men once to die, but considering the uncertainty of the time, being of sound mind, memory and understanding, do therefore make this my last Will and Testament in manner and form following, to wit. First and principally, I recommend my soul to God in hopes of forgiveness of all my sins, and my body to the earth to be decently buried according to the discretion of my Executors hereinafter named. And as touching such worldly Estate, as it has pleased God to bless me with in this life, I give and bequeath in the following manner that is to say.

Inprimus, my Will is that all my just debts and funeral charges be duly and truly paid by my Executors. I give and bequeath unto my loving wife Mehetable Greene, the one half part of my dwelling house, the whole of the corn crib, and a certain part of my home farm, for and during the term that she remains my widow, which lyeth Southerly of a certain line to begin in the swamp meadow at a place where the two ditches meet adjoining to land of Benjamin Waterman from thence westerly on a straight line to a large apple tree standing by the East side of the highway Southeasterly from the school house, from thence to continue westerly crossing said highway in a direct line to run just nine feet Northward of said crib to spring of water that runs out of Josiah King's land and adjoins to it excepting and reserving the other half part of said house and a gangway to the same, and well of water of two rods wide, to begin at said line near where said crib now stands, and to contain that width to said house and well which I shall hereinafter dispose of. I also give to my said wife, the one quarter part of the rents and profits of all the remainder part of my Real Estate so long as she remains my widow, and also all my household goods whatsoever.

And it is my will that if my said wife should marry, or at her decease, that my daughter Polly shall possess and enjoy that part of my home farm and house, &c., that I have herein given to my said wife, during the term that she remains my widow, and I do hereby give, devise and bequeath the same to her my said daughter Polly, and to her heirs and assigns forever, Excepted the other half part of the house and gangway, as before excepted. I also give and devise [No. 40.] unto my said daughter Polly, Thirty acres of land lying in the Town of Gloucester, in said county of Providence, to be set off to my daughter, adjoining to land of Esek Steere and Uriah Hawkins, to be and remain to my said daughter Polly, her heirs and assigns forever. I give and bequeath to my grandson Isaac Field, Fifty Dollars to be paid to the said Isaac or his lawful Representative by my Executors when he shall arrive to the age of Twenty-One years. I give and bequeath to my sister Mercy Walton, Ten Silver Dollars. I give, devise and bequeath unto my son Samuel [No. 39.] Greene, all the rest, residue and remainder part of my home farm, with the other half part of my dwelling house and all the barn and school house thereon standing, and also the land where said gangway is to be laid out to be and remain to him my said son Samuel, his heirs and assigns forever.

I give, devise and bequeath unto my son John Greene, one hun- [No. 38.] dred and forty acres of land lying in the Town of Gloucester aforesaid, adjoining to the East and West sides of the new road to be and remain to him my said son John, his heirs and assigns forever. All the rest, residue and remainder of my Real Estate, I give and devise to my said sons Samuel and John to be equally divided between them to be and remain to them and their heirs and assigns forever.

[No. 41.] And I also give and bequeath unto my said wife, and my two sons, the said Samuel and John Greene, all the residue and remainder part of my Personal Estate whatsoever not hereinbefore mentioned, to be equally divided among them. I give to my said son Samuel my desk. And lastly, I do hereby constitute and appoint my said two sons Samuel Greene and John Greene, Executors of this my last Will and Testament.

In Witness Whereof, I, the said Joshua Greene, have hereunto set my hand and seal this second day of June in the year of our Lord one thousand seven hundred and ninety-five, and nineteenth of American Independence.

JOSHUA GREENE, [L. S.]

Signed, sealed, published and declared by the aforenamed Joshua Greene, as and for his last Will and Testament, in the presence of us who have hereunto subscribed our names as witnesses in the presence of the said Testator, and in the presence of each other.

JOSIAH KING,
MARY KING, JUN.
JOSEPH BORDEN.

[No. 42.]

We, the subscribers agreeable to our appointment in the aforegoing Will, notified the parties, and met at the dwelling house of Samuel Greene, late of Johnston, deceased, and after surveying the Real Estate of the said deceased, and causing the several lots to be platted, we carefully overlooked the same, and on mature consideration proceeded to set off to Mahitable Greene, widow of the said deceased, her right of dower, as follows: Beginning at the highway on the East side nearly opposite the dwelling house, thence N. 76 1-2 E. 13 rods, and —— links to heap of stones, thence S. 24 1-2 E., 13 rods and 6 links to a stake and stones, thence N. 71 1-2 E., 11 rods 19 links to a stake and stones, thence S. 5 1-2 E. 20 rods to a post, thence S. 82 E. 9 rods 17 links to a corner of fence, N. 62 1-2 E. 12 rods to a corner of fence, thence S. 58 E. 35 rods and 3 links to a heap of stones, Franklin's bound, thence N. 26 E. 55 rods and 17 links to a corner of fence, thence N. 6 W. 16 rods and 14 links to a heap of stones a bound of Ray Greene's lot, thence N. 87 W. 109 rods to a heap of stones at said road Ray's bound thence crossing said road to a heap of stones, Ray's bound, thence S. 88 W. 55 rods to a heap of stones, Ray's bound in the line of William B. King's land, thence S. 11 1-3 E. 35 rods to a heap of stones, King's bound, thence S. 75 E. 15 rods and 10 links to a large chestnut stump, King's bound, thence N. 71 E. 20 rods to a corner of the garden, Carpenter's bound, thence S. 38 1-2 E. 2 rods and 8 links to a corner of the garden, Carpenter's bound, thence N. 81 1-2 E. 18 rods and 11 links to the first mentioned bound, containing forty-two acres and 114 rods more or less, with the buildings thereon. Also one other lot of land for a wood lot lying in said Johnston, Skiscutt, containing twenty acres and 48 rods be the same more or less, it is bounded as follows, beginning at the South East corner, at a corner of wall, Moses and Samuel Eddy's bound, thence S. 84 W. with Eddy's land 198 rods to an oak stump, to an oak stump, thence N. 14 1-2 W. 21 rods and 10 links to a heap of stones, thence N. 87 1-2 E. 201 rods to a heap of stones by the road, thence S. 7 E. with said road 11 rods, 11 links to the first mentioned bound, which said two lots we have hereby divided and set off to the said Mehitable Greene for her right of dower, and power of thirds in the Real Estate of the said Samuel Greene, deceased.

No. 1, fell to Ray Greene, lying in three lots, the first of which lyeth in Johnston, and on both sides of the highway, containing in the whole thirty-six acres and forty-nine rods, and is bounded as follows, beginning at the South East corner, at a heap of stones, a bound of said thirds in the line of Daniel Greene's lot, thence N. 6 W. with Daniel's lot 44 rods to a heap of stones, George Greene's bound, then S. 83 W. 112 rods, to a heap of stones at the road, George's bound, thence N. 88 W. 55 rods to a heap of stones,

George' bound, William B. King's line, thence S. 11 1-3 with King's land 33 rods to a heap of stones, a bound of said thirds, thence N. 88 W. with said thirds 55 rods to a heap of stones at said road, thence crossing said road to a heap of stones on the East side, a bound of said thirds, thence S. 87 E. with said thirds 109 rods to the first mentioned bound of this lot. Always excepting the burying ground on said lot which is hereby set off to the widow Mehitable Greene, six rods square, as described on said plat in addition to her said thirds.

Also one other lot of wood land to the said Ray Greene, lying in said Gloucester, containing seven acres and 10 rods be it more or less, it is bounded as follows, beginning at the Southwest corner at a heap of stones on a rock, thence N. 60 1-2 E. 58 1-2 rods, to a stake and stones, thence N. 2 rods to a heap of stones, thence N. 82 W. 56 rods to a heap of stones, thence S. 6 1-2 E. 39 R. & 9 L. to the first mentioned bound. Also one other lot of land, being being a Thatch right lying in North Providence, bounding Northerly on land of Doctor Thomas Greene, it being all the Thatch right owned by the said late Samuel Greene at the time of his decease, which said several lots we have hereby divided and set off to the said Ray Greene, for his full share, part and portion of said Estate.

Done under our hands and seals at Johnston aforesaid, the thirtieth day of November, in the year of our Lord one thousand eight hundred and twenty-two.

THOMAS MANN, L. S.
JEREMIAH MANTON, L. S.
ISAAC FISKE, L. S.

True Extracts from the Committees' Report on the division of the Estate of Samuel Greene, late of Johnston, deceased, taken from pages 221, 222 and 224 in Book No. 6, of the Record of Deeds, Johnston.

Attest, ROBERT WILSON, Town Clerk.

[No. 43.]

State of Rhode Island and Providence Plantations.

Providence sc. Clerk's Office, Supreme Court,
Providence, October 28th, A. D. 1851.

I, Edwin Metcalf, Clerk of the Supreme Court of said State for the County of Providence, do hereby certify that at the March Term of the Supreme Judicial Court A. D. 1818, William B. King, entered his appeal from a judgment of the Court of Common Pleas

against him in favor of Christopher Wilkinson and wife, and at the same time a verdict was rendered against him for one twenty-fourth part of the premises described in the declaration of the Plaintiffs.

That at the September Term of said Court said King filed his petition for a new trial in said suit which was granted at the March Term, A. D. 1819, then next following.

That said suit was thereupon again entered in said Court at the September Term A. D. 1819, thence continued to March Term, A. D. 1820, when the same was ruled in common form to Moses Brown, Joseph Randall and James Fenner, or any two agreeing, and

That at the March Term A. D. 1820, the Plfs submit to judgment, the Dft to tax no costs.

All which appears from the Records, minute books and dockets lodged in said office.

EDWIN METCALF, Clerk.

50c pd by
James Smith.

I further certify, that there are no papers in said case to be found on examination of the files of said Court which I have this day made.

Oct. 29, 1851.

EDWIN METCALF, Clerk.

[No. 44.]

The State of Rhode Island and Providence Plantations.

Providence, sc. Clerk's Office, Supreme Court.

Providence, October 27th, A. D. 1851.

I, Edwin Metcalf, Clerk of the Supreme Court of said State for said County, do hereby certify that by the Dockets and minute books of said Court lodged in my said office it appears.

That at the September Term of the Supreme Court A. D. 1796, Benjamin Waterman entered his appeal from a judgment of the Court of Common Pleas against him in favor of William Thornton.

That at the March Term of said Court A. D. 1797, a verdict was rendered for the Plaintiff in said action for the land sued for.

That said verdict was at the same time set aside, on account of one of the jury being near of kin to the Plaintiff, and a new trial granted.

That at the September Term of said Court, A. D. 1797, a verdict was rendered for the Defendant.

That said William Thornton sued out his Writ of Review, returnable at the March Term of said Court A. D. 1798, and

That at the September Term of said Court A. D. 1798, said last named case came before the Court on a demurer to the evidence, and the Court adjudged that the same be overruled, that the evidence is sufficient in law to maintain the issue on the part of the said Benjamin Waterman, and that the said Benjamin recover his costs.

EDWIN METCALF, Clk.

Fees 50c pd by
James Smith.

[No. 46.]

Providence ss. Court of Common Pleas,
June Term, A. D. 1796.

William Thornton, of Johnston, in said County, Yeoman, complains of Benjamin Waterman, of said Johnston, Yeoman, In the custody of the Sheriff.—In an action of Trespass and Ejectment, For that the said Benjamin, at said Johnston, on the first day of December, A. D. 1789, with force and arms illegally entered into and still doth unjustly withhold from the Plff the possession of two undivided sixths of one sixth or two undivided Thirty-sixth part of a certain Tract of land in said Johnston, with the Buildings and Improvements thereon, which Tract the Plff holds as Tenant in Common with others and undivided, the said Tract containing about Seventy-two acres, being the Southerly part of the homestead farm of the late John Manton, deceased, being all that part of said homestead which is in the Tenure and occupation of said Benjamin To the Plff belonging.

Whereupon the Plff complains and says that John Manton in his life-time, viz., at said Johnston, on the thirty-first day of March, A. D. 1767, was seized and possessed of the said Tract of land with the appurtenances in his Demesne in Fee and being so seized thereof taking the Profits at the rate of Twenty Dollars by the year on the same day and year at said Johnston died intestate, leaving Mehitable Greene and Phebe Pearce, his daughters, and Lydia Waterman and Betsey Waterman, his grand-daughters by his daughter Anna Waterman then deceased his Heirs at law—and thereupon the right of the said John in the Premises descended and fell upon the said Mehitable, Phœbe, Lydia and Betsey as Coparceners, Whereupon the said Mehitable, Phœbe, Lydia and Betsey, on the same day and year last aforesaid at said Johnston entered into the Premises and became thereof legally seized and possessed in Coparcenary in Fee simple according to their several rights as the Law requires and continued

so seized and possessed taking the Profits thereof at the rate of One hundred Dollars by the year, until the said Lydia (then Lydia the wife of Stephen Thornton) at said Johnston, on the Thirty-first day of December A. D. 1787, died intestate seized and possessed in her own right in Fee Simple in Coparcenary as aforesaid of one half of one third of the Premises aforesaid leaving the Plff her eldest son and one of her heirs at law, and Anna Thornton, Patience Thornton, Mary Thornton and Benjamin Thornton her children and Heirs at Law. Whereupon the Plff and the said Anna Thornton, Patience, Mary and Benjamin afterward viz., at said Johnston, on the day and year last aforesaid entered into the Premises aforesaid and became thereof seized and possessed in their Demesne in fee as Tenant in common and undivided of the Premises, viz. The Plff of two undivided sixths of one sixth or two thirty-sixths part of the Premises, and the Plff being so entered continued lawfully seized and possessed of the Premises according to his right aforesaid in Fee simple, taking the Profits thereof at the rate of Twenty Dollars by the year until the said first day of December, A. D. 1789 when the said Benjamin without right and against Law, with force and arms, entered into the possession of the Premises and ejected the Plff therefrom and the possession thereof still unjustly withholds from the Plff, although to deliver up the possession thereof to the Plff he hath often been requested. And other enormities to the Plff then and there did to the Plffs injury and against the Peace of the Governor and Company. And to the Plffs damage One Thousand Dollars as laid in his Writ, dated the Twelfth day of March, A. D. 1796.

And thereupon he sues,

By GEO. & JAMES BURRILL, Jun.
his Attornies.

—

And the said Benjamin comes and defends and within &c., and says he is not guilty in manner and form as the Plff has declared and thereof puts, &c.

By DAVID L. BARNES, his Att'y.

—

Extracts from the "Minutes of June Term A. D. 1796.

Providence, sc. Court of Common Pleas.
June Term, 1796.

Wednesday 24th day of the month, 9th day of the Term.

William Thornton vs. Benjamin Waterman.

This case being called and fully argued to the following Jury duly sworn to try the issue here joined, viz.

Joel Metcalf, F.	William Dexter,	Stephen Waterman,
Michael Cook,	Francis Fuller,	John Nash,
Simon Whipple,	Joseph Martin,	Joseph Randall,
Joshua Kimball, Jun.	Benjamin Knight,	John Jenckes.

They returned their Verdict in the following words, viz:

WE find that the Defendant is guilty in manner and form as the Plaintiff has declared, and find for the Plaintiff his Costs."

Joseph Randall agreed to as a Juror, although distantly related to both Parties. Sworn for Deft: Richard Jackson.

In the above case the Defendant's Counsel object to any questions being asked Josiah King, respecting the consideration of the Deed given by the said Josiah as Administrator of the Estate of John Manton, deceased, to Benjamin Waterman. On argument it seemeth to the Court that no such questions be asked.

The Plaintiff's Counsel moves that the said Josiah be sworn to testify to certain other points. The Defendant's Counsel object generally to the said Josiah testifying in this case. On argument it seemeth to this Court that the said Josiah be not admitted as a witness.

The Plaintiff's Counsel offer to the Jury an agreement between Joshua Greene, Benjamin Waterman and Ephraim Pearce to which the Defendant's Counsel object. Before taking the opinion of the Court the Defendant's Counsel agree to its passing.

[No. 46.]

ARTICLES OF AGREEMENT BETWEEN

BENJAMIN WATERMAN,
JOSHUA GREENE,
1767. EPHRAIM PEARCE.

We, the subscribers, being Son-in-Laws and Legatees of Mr. John Manton, late of Johnston, in the County of Providence, Yeoman, deceased, and as the said John Manton died, larged in debt, and by his last Will and Testament hath not made sufficient provision for the payment of them—and as several other difficulties seemed likely to arise concerning the said Will—as two of us, viz., Benjamin Waterman and Joshua Greene, have large demands on the said John Manton's Estate for several sums of money advanced to the said Manton in his life-time by us—Therefore for preventing all disputes that may hereafter arise concerning the Will of the said John Manton and the lands by him left amongst us, and also for examining and making certain the demands of the said Benjamin Waterman and Joshua Greene against the said Estate—We do for ourselves and each one of us for himself, his heirs, executors and administrators,

firmly covenant and agree, with the other two concerned in the estate of the said John Manton, their heirs, executors and administrators, that we will submit this whole matter to the judgement and determination of Daniel Jenckes, Esq., of Providence, Richard Steere, Esq., of Gloucester, and Mr. George Jackson of said Providence, and that they shall hear, examine, consider and finally determine, first, what part of the Real Estate of the said John Manton shall be sold for the payment of his debts, secondly, that they determine the demands of the said Benjamin Waterman and Joshua Greene against the said John Manton's Estate, and ascertain what sum of money is justly due to each of them. Thirdly, they shall adjudge and determine which part of the said John Manton's Real Estate shall be set off and belong to Ephraim Pearce and Phebe his wife, one of the daughters of the said John Manton, without having any regard to what is given them by the aforesaid Will, and the said Joshua Greene doth farther agree that the judgement and determination of these Gentlemen being made shall be binding, and that he will give up and fully relinquish all claims he may have to the said John Manton's Real Estate by virtue of any Deed or Deeds made to him by the said John Manton in his life-time—and the said—Benjamin Waterman and Joshua Greene do hereby agree that the said Ephraim Pearce shall peaceably hold and enjoy the whole quantity of lands and number of acres given to him, and Phebe his wife, at a place called Absolone Meshick in Gloucester aforesaid by the said John Manton deed of Gift as the same has been measured and bounded of to him by Richard Steere aforesaid. And we, the said Benjamin Waterman, Joshua Greene and Ephraim Pearce, all of Johnston, in the County of Providence, Yeoman, do hereby covenant, promise and mutually firmly agree that we will each of us for himself stand to and abide by and faithfully perform and fulfil the award and determination of the said Daniel Jenckes, Richard Steere and George Jackson, or any two of them made and given in writing under their hands and seals of and concerning the Premises.

In Witness Whereof, we hereunto set our hands and seals, this eleventh day of April in the seventh year of his Majesties Reign, George the Third, King of Great Britain, &c. 1767.

BENJAMIN WATERMAN, [L.S.]
JOSHUA GREENE, [L.S.]
EPHRAIM PEARCE, [L.S.]

Signed, sealed and delivered
in presence of us,
BENONI PEARCE.
HENRY HARRIS.
JAMES ANGELL.
THOMAS ANGELL.

The above and foregoing is a true copy of an agreement left in my hand.

Test. HENRY HARRIS, *Clerk.*

I certify that the foregoing are true copies of the original papers of Record in this office.

Clerk's Office, Court C. Pleas.
Oct. 28th, 1851.
LEVI SALISBURY, *Clerk.*

Fees $2,00—Paid.

[No. 45.]

Clerk's Office, Court of Common Pleas,
Providence, October 28th, 1851.

I certify, that at the December Term of said Court, A. D. 1796, there was entered an action in the name of William Thornton, &c., vs. Mehitable Greene, &c., which was "non-suited" on the 9th day of said term, and also entered "settled" as appears by the Docket, there being no papers in said action to be found.

LEVI SALISBURY, *Clerk.*

Fees, 25c—Paid.

And on the same day the following Subpœna issued:

RHODE ISLAND DISTRICT, SC.

L. S. THE PRESIDENT OF THE UNITED STATES OF AMERICA.

To Benjamin W. Hawkins and Ray Greene of Johnston, in the County of Providence, in the State of Rhode Island, Yeomen, and citizens of the State of Rhode Island.

Greeting.

For certain causes offered to our Circuit Court for the first Circuit within and for the Rhode Island District. In Chancery. We hereby command and strictly enjoin you and each of you that laying aside all other matters and things and notwithstanding any other excuse you and each of you personally appear at the Clerk's office of said Court in Providence, on Monday the First day of December next being the Rule Day of said Court and then and there full, true and perfect answer make upon your several corporal oaths to the Bill of Complaint of Elizabeth Moore of Genoa, in the County of Cayuga, in the State of New York, widow, and a citizen of the State of New York, now filed of record in the Clerk's office of said Court and to do and

receive whatever our said Court shall order against you, in the premises in this behalf: And hereof fail not under the pains and penalties that may accrue in consequence of neglect thereof.

And the Marshal of said Rhode Island District, or his Deputy, is hereby commanded to make service of this Writ by reading the same to the said Benjamin W. Hawkins and Ray Greene, or by leaving a true and attested copy hereof at their several last and usual places of abode, twenty days before the Rule Day aforesaid.

Witness, the Hon. ROGER B. TANEY, our Chief Justice, at Providence, this thirtieth day of October, A. D. 1851.

JOHN T. PITMAN, *Clerk.*

MEMO. The appearance of the Respondents in the suit is to be entered in the Clerk's office on or before the return day of this Writ, otherwise the Bill may be taken *pro confesso* as against those not appearing.

—

UNITED STATES OF AMERICA,

Rhode Island District sc.

November 5th, 1851.

Made service of the within Subpœna by leaving a true and attested copy hereof at the last and usual places of abode of the within named Ray Greene and Benjamin W. Hawkins, as commanded.

CHARLES E. NEWELL,
Deputy U. S. Marshal.

Fees—

2 Services,	4 00
2 Copies,	1 00
4 Miles Travel,	40
	$5 40

—

And afterwards on the 10th of November, the Complainant filed the following Bond:

Know All Men by these Presents, That WE, James W. Smith, of Johnston, in the District of Rhode Island, as Principal, and William Wilkinson, of Smithfield, in said District, and Horace Thornton, of Pawtucket, in the District of Massachusetts, as Sureties, are held and firmly bound unto Ray Greene and Benjamin W. Hawkins, both of said Johnston, in the full and just sum of Five Hundred Dollars, to the payment of which sum unto the said Ray Greene and Benja-

min W. Hawkins, their heirs, executors and administrators, WE hereby bind ourselves, our executors and administrators, by these Presents.

The condition of the above obligation is such, That whereas Elizabeth Moore, of Genoa, in the county of Cayuga, and State of New York, has filed in the Circuit Court of the United States with and for said Rhode Island District, a Bill in Equity against the said Ray Greene and Benjamin W. Hawkins, which is now pending.

Now, if the said Elizabeth Moore, or the said Smith, Wilkinson and Thornton, shall well and truly pay, or cause to be paid, all costs which the said Greene and Hawkins shall recover of the said Moore, or which may arise, and for which the said Moore is liable in any way in said Bill, then this Obligation to be void, otherwise to remain in full force and effect.

JAMES W. SMITH, L. S.
WILLIAM WILKINSON, L. S.
HORACE THORNTON, L. S.

Signed, sealed and delivered
in presence of
G. W. CUSHING,
JOHN T. PITMAN.

Which was deemed insufficient by the Respondents, and on the 3d of December, the following was filed and approved.

Know all Men by the Presents—That WE, James W. Smith, of Johnston, in the District of Rhode Island, as Principal, and Harry Smith, of said Johnston, and Thomas Latham, of Smithfield, in said District, as Sureties, are held and firmly bound unto Ray Greene and Benjamin W. Hawkins, both of said Johnston, in the full and just sum of Five Hundred Dollars, to the payment of which said sum unto the said Ray Greene and Benjamin W. Hawkins, their heirs, executors and administrators, WE hereby severally and jointly bind ourselves, our executors and administrators, by these Presents.

Sealed with our seals, and dated this Third day of December, A. D. 1851.

The condition of the above obligation is such—That whereas Elizabeth Moore, of Genoa, in the County of Cayuga and State of New York, has filed in the Circuit Court of the United States within and for said Rhode Island District, a Bill in Equity against the said Ray Greene and Benjamin W. Hawkins, which is now pending. Now, if the said Elizabeth Moore, or the said Smith, Harry Smith and Latham, shall well and truly pay or cause to be paid, all costs which the said Greene and Hawkins shall recover of the said Moore, or which may arise, and for which the said Moore is in any way liable

in said Bill, then this Obligation to be void, otherwise to remain in full force and effect.

JAMES W. SMITH, L. S.
HENRY SMITH, L. S.
THOMAS LATHAM, L. S.

Signed, sealed and delivered
in presence of us,
The word "A" being first erased.
JOHN T. PITMAN.

December 3d, 1851.—Personally appeared before me the above named James W. Smith, Harry Smith and Thomas Latham, and severally made Oath, that they were each worth the sum of five hundred dollars, after all their debts were paid.

JOHN PITMAN,
District Judge U. S. for R. I. District.

Whereupon on the Rule Day in December, 1851, the Respondents, by their Solicitors, Tillinghast & Bradley, duly entered their appearance.

And on the 6th day of March, the said Benjamin W. Hawkins filed the following

ANSWER OF BENJAMIN W. HAWKINS.

RHODE ISLAND DISTRICT SC.

Circuit Court of the United States,
June Session, 1852.

IN EQUITY—

Elizabeth Moore vs. Ray Greene and Benjamin W. Hawkins.

The several Answer of Benjamin W. Hawkins to the above named Bill of Complaint.

This Defendant reserving to himself all right of exception to the said Bill of Complaint for answer thereto saith, that he has no knowledge of any of the matters and things stated in the said Bill of Complaint, excepting of such parts thereof as relate to that portion of the Real Estate therein named, which is now in the possession of this Respondent, and by him claimed to be his property in fee simple —and of which portions he has no knowledge except as hereinafter stated.

And he further saith, that on the twentieth day of August, A. D. 1841, he, this Respondent, purchased of Samuel W. King of said Johnston, a tract of land situate in said Johnston, containing twenty-two acres and forty-seven rods, and bounded Southerly on the Rhode-

Island and Connecticut Turnpike, Westerly by a cross road, Northerly by land of William and Ray Greene, and Easterly by land of Henry P. Franklin—for which he agreed to pay the sum of seventeen hundred dollars, and executed to the said Samuel W. King, his mortgage of said tract of land to secure the payment thereof—and which said mortgage he has since paid—and caused to be discharged.

And he further says that he has been informed and believes that the said land so purchased by him, was a part of the Real Estate of William B. King, formerly of said Johnston, deceased, and was inherited by his son, Josiah King, as one of his heirs at law—through whom the said Samuel W. King acquired the same—That the said Wm. B. King died in the month of March A. D. 1839, seized and possessed of the said Estate—and that the said Josiah immediately upon the decease of the said Wm. B. King entered into the possession of the said tract of land, and continued in the possession thereof until the sale thereof, so as aforesaid made by him—and the said Samuel afterwards possessed the same until the sale to this Respondent.

And he further saith that about two years previous to the above named purchase, he, this Respondent, purchased of Josiah King, of said Johnston, a tract of land in said Johnston, situate on the Southerly side of the said Turnpike road, opposite to the Easterly portion of the before named tract, and containing about fourteen acres—a portion whereof the said Josiah King inherited from his father the above named Wm. B King, and the remaining portion, the said Josiah King had purchased of one Hardin Steere.

This Respondent does not know, but he has been informed and believes that a small portion of the said tract purchased as aforesaid of the said Samuel W. King, and that portion of the said tract purchased of the said Josiah King, which the said Josiah inherited from his father, formerly constituted a part of the Real Estate owned by the said John Manton in said Bill named—the remaining part of said tracts, this Respondent has been informed and believes never did constitute any part of the said Manton's Estate.

And he further saith, that he, this Respondent, and the said Samuel W. King and Josiah King, from whom he derives his title as aforesaid, had, for the space of more than twenty years next before the exhibiting of the Plff's said Bill of Complaint, been in the uninterrupted, quiet, peaceable and actual seizen and possession of the said tracts of land, claiming the same as their proper, sole, and rightful Estate in fee simple.

And he further says that he has no knowledge of the fraud alleged in the Plaintiff's said Bill—that he never heard thereof or of any imputation of fraud in relation to the sale and conveyance of said lands or of any part thereof, until, at or about the time of the exhibiting of the Plff's said Bill of Complaint—that he has no knowledge of or concerning the Plff—whether she be or not of the family or descendants of the said John Manton—or whether she be or not the

widow of the said Moore, and where she has had or now has her residence—and he prays that she may be required to make such proof of her allegations in said bill as to the Court may seem proper and necessary.

And he further says that by a Statute of this State, entitled an act for quieting possessions and avoiding suits at law, it is enacted that where any person or persons, or others from whom he or they derive their titles, either by themselves, tenants or lessees shall have been for the space of twenty years in the uninterrupted, quiet, peaceable and actual seizen and possession of any lands, tenements or hereditaments, for, and during the said time, claiming the same as his or their proper, sole, and rightful estate in fee simple, such actual seizen and possession shall be allowed to give and make a good and rightful title to such person or persons, their heirs and assigns forever.

And this Deft insists upon the said Statute and claims the same benefit thereof, as if he had pleaded the same.

And he further saith that the Pltff's said Bill is exhibited against this Respondent, and against one Ray Greene, for several and distinct matters and causes which are independent of and have no relation to each other, and in a portion of which this Deft is in no way interested or concerned, and ought not to be implicated.

And this Deft denies all and all manner of unlawful combination and confederacy wherewith he is by said bill charged without this that there is any other matter, cause or thing contained in the said Bill of Complaint, material or necessary for this Deft to make answer unto and not herein and hereby well and sufficiently answered, confessed or denied—is true to the knowledge or belief of this Deft. All which matters and things this Deft is ready and willing to aver, maintain and prove as this Court shall direct.

And he prays that he be hence dismissed with his reasonable costs and charges in this behalf sustained.

BENJAMIN W. HAWKINS.

RHODE-ISLAND DISTRICT, SC.

Clerk's Office, Circuit Court,
At *Providence*, March 6th, 1852.

Then personally appeared the said Benjamin W. Hawkins and made oath that the facts and statements in the above answer contained were true and correct, according to the best of his knowledge and belief.

Before me,

JOHN T. PITMAN, *Clerk.*

And on the said 6th day of March, the said Ray Greene filed the following

ANSWER OF RAY GREENE.

RHODE ISLAND DISTRICT, sc.

CIRCUIT COURT OF THE UNITED STATES,

June Session, 1852.

In Equity—

Elizabeth Moore vs. Ray Greene and Another.

The several Answer of Ray Greene to the above named Bill of Complaint.

This Defendant reserving to himself all right of exception to the said Bill of Complaint for Answer thereto saith, that he has no knowledge of any of the matters and things stated in the said bill of the Complainants, excepting of such parts thereof as relate to that portion of the Real Estate therein named which formerly belonged to Samuel Greene, the father of this Respondent, and of a small portion which formerly belonged to Wm. Greene and which is now the property of this Respondent and in his possession.

That he has heard and believes that the said John Manton named in the said bill, was at the time of his decease in possession of a large Real Estate, which was sold in the course of Administration for the payment of the Debts of the said John Manton, but he has no knowledge respecting the same; either in respect of the location or boundaries of the same—or in respect of the manner in which the same was sold or disposed of by the Administrator, or by the heirs at law.

This Respondent is in possession of certain Real Estate situate in part in said town of Johnston, and in part in the town of Glocester, the ownership of which he claims in part by deed, and in part by descent from his father, as is hereinafter more particularly set forth, portions of which Real Estate he believes to have been formerly the property of the said John Manton, including all that part thereof situate in said Glocester, and a large part of that situate in Johnston, but he is unable to state what portion or how much of the said Johnston land ever belonged to the said Manton or to give the particular boundaries thereof.

And this Respondent further states that his father, Samuel Greene, formerly of said Johnston, deceased, was at the time of his decease seized and possessed of a large Real Estate situate partly in said Johnston, and partly in said Glocester, and some time previous to September, 1822, deceased intestate leaving a Widow, Mehitable Greene, the mother of this Respondent, and William Greene, George Greene, Duty Greene, Daniel Greene, Mary Greene, and this Respondent, his children and heirs at law. That at the September Term, 1822, of the Supreme Court of this State, holden in Providence, in and for the County of Providence, the said Widow and children of the said Samuel Greene caused a partition of the

Real Estate of the said Samuel Greene to be made and which partition was established by the said Court at said term. That in and by the said Partition, a tract of land situate in said Johnston, on the West side of the road leading from the Providence and Hartford Turnpike road to Triptown, containing about ten acres and twenty-four rods—and another tract of land situate in said Johnston, on the East side of said road, and containing about twenty-six acres and twenty-five rods—and a tract of land situate in said Glocester and containing about seven acres and ten rods, were assigned to this Respondent as and for his proportional part or share of the Real Estate, which he and his said brothers and sister inherited from their father the said Samuel Greene.

That at the same time in and by the same partition two lots of land, in said Johnston, one on the East side of said road containing about thirty-one acres, and one on the West side of said road containing about eleven acres and one hundred and fourteen rods were assigned and set off to the said Mehitable Greene, widow of the said Samuel Greene, as her dower in the Estate of her said husband, and the other partitions of the said Real Estate of the said Samuel Greene, were set off and assigned in severalty, to and among the other heirs at law of the said Samuel. That afterwards upon the decease of the said Mehitable Greene, a further partition was had and made by the said Respondent, and the other children of the Samuel and Mehitable, in and by which the land so as aforesaid set off to the said Mehitable as her Dower, was divided and apportioned to and among the said children and heirs at law in severalty and by which said partition this Respondent became possessed of other portions of the land aforesaid. And this Respondent thereafter from time to time, and at several times, purchased of some of the heirs of the said Samuel Greene, small portions of the said land in Johnston and in Glocester, formerly owned by their said father—and also inherited another small portion thereof as one of the heirs at law of his brother the said George Greene herein before named.

And he further saith, that immediately upon the partition of his father's Estate, as herein before mentioned, he, the Respondent entered into the sole and exclusive possession of the said tracts of land, so as aforesaid set off to him in said partition—and in like manner upon the decease of his mother and brother and upon the several times of the purchases made by him as aforesaid, he entered into the sole and exclusive possession of the said parcels of land, set off to him in the respective partition of the Estates of his mother and brother, and of the said parcels of land purchased by him as aforesaid—and that he has ever since continued in the sole, actual, quiet, peaceable and undisturbed possession thereof, claiming the same as his own Estate, in fee simple—and which possession has continued for more than twenty years next before the exhibition of the said Bill of the Complainant.

And this Respondent further says that he does not know, but has reason to believe that the said lands inherited or purchased from his said brothers by him, are portions of the Real Estate formerly owned by the said John Manton.

And he further says that he has been informed and believes that his father, the said Samuel Greene, became seized and possessed of part of the lands of which he died seized as aforesaid, by devise from his father Joshua Greene, formerly of said Johnston deceased, and of part by purchase from others, and that the said Joshua Greene became seized and possessed of his portion thereof by purchase from Josiah King, Administrator of the Estate of the aforesaid John Manton, by Deed dated on the seventh day of March, A. D. 1770—and that the said Josiah King, was legally authorised to sell the said Real Estate for the payment of the Debts of the said John Manton.

And he further says that he has been informed and believes that the said Joshua Greene entered into the sole and exclusive possession of the said Real Estate, upon the day of the date of the same Deed so made by the said Josiah King, and continued so seized and possessed thereof until his decease—and that thereafter the said Samuel Greene, upon the decease of the said Joshua Greene and upon his purchases made as aforesaid entered into the possession of the said Real Estate devised to him by his said father, and so purchased and continued in the sole and exclusive seizen and possession thereof until his decease both the said Joshua and the said Samuel claiming the same during their respective occupations as their own Estate in fee simple.

And he further saith that he has no knowledge of any fraud practised by the said Josiah King or Joshua Greene, or any other person in relation to the sale and conveyance of the said Real Estate of the said John Manton—but on the contrary thereof he has always heard it said, as far as his knowledge extends that the said sales were fairly made for the purpose of the payment of the debts of the said John Manton, and that the proceeds of the sales were duly and honestly appropriated to that purpose.

And this Defendant further saith that by a statute of the said State of Rhode Island, entitled "an act for quieting possessions and avoiding suits at law, it is enacted that "where any person or persons or others from whom he or they derive their titles, either by themselves, tenants or lessees, shall have been for the space of twenty years in the uninterrupted, quiet, peaceable and actual seizen and possession of any lands, tenements and hereditaments for and during the said time claiming the same as his, her, or their proper, sole and righful Estate in fee simple, such actual seizen and possession shall be allowed to give and make a good and rightful title to such person or persons their heirs and assigns forever.

And this Defendant insists upon the said Statute—and claims the same benefit thereof as if he had pleaded the same.

And this Defendant further says that he has no knowledge of or concerning the Plaintiff, whether she be or not the grand-daughter of the said Betsey Carpenter as claimed in her said Bill of Complaint, nor has he any knowledge of her marriage, widowhood, or residence, and prays that she may be required to make such proof thereof, as to the Court may seem necessary.

And he further saith, that the Plff's said Bill of Complaint is exhibited against this Defendant and against Benjamin W. Hawkins, for several and distinct matters and causes, which are independent of and have no relation to each other—and in a portion of which, this Defendant is in no way interested or concerned, and ought not to be implicated therein.

And this Deft denies all and all manner of unlawful combination and confederacy, wherewith he is by said Bill charged—without this, that there is any other matter, cause or thing contained in the said Bill of Complaint material or necessary for this Deft to make answer unto and not herein and hereby well and sufficiently answered, confessed or denied, is true—to the knowledge or belief of this Deft.

All which matters and things the Deft is ready and willing to aver, maintain and prove as this Court shall direct.

And he prays to be hence dismissed, with his reasonable costs and charges, in this behalf sustained.

RAY GREENE.

—

RHODE ISLAND DISTRICT SC.

Clerk's Office, Circuit Court,

At *Providence*, March 6th, 1852.

Then personally appeared the said Ray Greene and made oath that the facts and statements in the above answer contained were true and correct, according to the best of his knowledge and belief.

Before me,

JOHN T. PITMAN, *Clerk.*

And at the November Term of said Court, the Complainant put in the following Replication to the Answer of Benjamin W. Hawkins:

REPLICATION.

The said Complainant, saving and reserving to herself, all and all manner of advantage of exception, which may be had and taken to

the manifold errors, uncertainties, evasions and imperfections of the Answer of the said Benja. W. Hawkins, one of the defendants named in said Bill of Complaint, for Replication thereto says: that the Complainant does and will aver, and maintain, and prove her said Bill of Complaint to be true, certain, and sufficent in law to be answered unto by said Defendant—and that the said Answer thereto is uncertain, evasive, defective and insufficient, Without this, that any matter or thing in said Answer contained, material or insufficient in law to be replied unto, confessed, avoided, traversed or denied—is true. All which matters and things this Complainant is ready to maintain and prove as this Hon. Court shall direct, and humbly prays as in and by her said Bill of Complaint as she has already prayed.

By her Solicitor,

DEXTER RANDALL.

And to the Answer of Ray Greene, the following Replication:

REPLICATION.

The said Complainant, saving and reserving to herself, all and all manner of advantage of exception, which may be had and taken to the manifold errors, uncertainties, evasions, and imperfections of the Answer of the said Ray Greene, one of the Defendants named in said Bill of Complaint, for replication thereto says: that the Complainants does and will aver and maintain and prove her said Bill of Complaint to be true, certain, and sufficient in law to be answered unto by said defendant—and that the said Answer thereto is uncertain, evasive, defective and insufficient, Without this, that any matter or thing in said Answer contained material or insufficient in law to be replied unto, confessed, avoided, traversed or denied—is true. All which matters and things this Complainant is ready to maintain and prove as this Hon. Court shall direct, and humbly prays as in and by her said Bill of Complaint as she has already prayed.

By her Solicitor,

DEXTER RANDALL.

And at the same Terms he filed the following

PETITION FOR COMMISSION.

RHODE ISLAND DISTRICT SC.

Circuit Court of the United States,
Nov. Term, 1852.

IN EQUITY—

Elizabeth Moore vs. Ray Greene and Renjamin W. Hawkins.

The complainant moves in the above entitled case that Joseph S.

Pitman may be appointed Commissioner for the Rhode Island District, to take the testimony of such witnesses as may be produced by either party in said cause; and also that James R. Cox, Esq., of Auburn, or some other suitable person, if said Cox cannot attend, of the State of New York, may be appointed Commissioner to take the testimony of such witnesses, as either party may produce, either personally, or upon interrogatories, to be used on the trial of said case.

By her Solicitor,

DEXTER RANDALL.

Nov. T. 4th day, 1852.

Upon the above Petition, it is ordered that in relation to the Commission to issue to James R. Cox, Esq , to take Depositions at Auburn, in the State of New York, that the same be with interrogatories. The Council for Respondents waived the interrogatories upon the Commission to Joseph S. Pitman, Esq., and Commissions are ordered to issue as above prayed for, in other respects.

Attest, JOHN T. PITMAN, *Clerk C. Court*
R. I. District.

COMMISSION TO JOSEPH S. PITMAN.

UNITED STATES OF AMERICA. RHODE ISLAND DISTRICT, SC,

{L. S.} *The Circuit Court of the United States within and for the Rhode Island District.*

To JOSEPH S. PITMAN, Esq.,
of Providence, in the said District,
GREETING:

Know ye, That, reposing confidence in your wisdom, prudence and fidelity, we have appointed, and by these presents do authorize and empower you to take the Depositions of such persons as may be brought before you by either party, to be used in a certain case now pending in said Court, wherein Elizabeth Moore of Genoa in the County of Cayuga in the State of New York, Widow and a citizen of the State of New York, is Complainant and Benjamin W. Hawkins and Ray Greene of Johnston in the County of Providence in the State of Rhode Island, Yeomen and citizens of the State of Rhode Island are Respondents.

And to this end, at certain days to be by you appointed for that purpose, to cause said witnesses, as aforesaid, to be brought before you, and each witness, while present before you, to examine carefully on oath touching the premises. And when you shall have taken the examination as aforesaid, to reduce or cause the same to

be reduced to writing, and to be subscribed by each of said witnesses in your presence. And the same, so taken and subscribed, to return, together with this Commission and your doings herein enclosed, sealed and directed to the Circuit Court aforesaid, next to be holden at Newport on the fifteenth day of June next.

In testimony whereof, we have caused the seal of the said Circuit Court to be hereunto affixed.

Witness, The Honorable Roger B. Taney our Chief Justice at Providence, this thirty-first day of January, in the year of our Lord, one thousand eight hundred and fifty-three.

JOHN T. PITMAN, *Clerk.*

RHODE ISLAND DITRICT, sc.

CLERK'S OFFICE, CIRCUIT COURT.
At Providence, Jan. 31, 1853.

Then personally appeared the aforenamed Joseph S. Pitman and made oath that he would faithfully and impartially discharge the duties reposed in him, according to the best of his skill and understanding.

Before me,

JOHN T. PITMAN,
Clerk.

COMMISSIONER'S RETURN.

UNITED STATES OF AMERICA, R. I. DISTRICT, sc.

To the Honorable, the Circuit Court of the United States within and for said District:

I, Joseph S. Pitman, the Commissioner named in the within Commission, do respectfully report, that after having been duly sworn to the faithful and impartial performance of my duties under the same, I met the parties at sundry times, due notice having been given, as appears by the citation herewith returned, and by adjournments from time to time, from the time named in said citation, and took the Depositions of John Tripp, Richard Thornton, Christopher Wilkinson, (two depositions) Nicholas Smith, Benjamin Thornton, William Thornton, Zeba Olney, Elijah Day, Gorton W. Arnold, John Fenner, Betsy Fenner and Celesta Kimball, for the Complainants in the within Bill in Equity, which depositions are herewith returned. The Deponents before testifying were duly sworn or affirmed to testify to the truth, the whole truth, and nothing but the truth, and their depositions were reduced by me to writing in the presence of each deponent respectively and by them respectively signed in my

presence, and both parties were present either in person or by attorney at the taking of each of said Depositions.

JOSEPH S. PITMAN,
Commissioner.

Commissioner's Fees, $69,95.

—

Deposition of John Tripp.

I, John Tripp of the town of North Providence in the District of Rhode Island being first duly cautioned and sworn on oath depose and say.

1st. Question by Dexter Randall, Esq., for the complainants. What is your age, where have you always resided, and where do you now reside?

Answer.—Seventy-six years of age, next June. I have always resided where I now reside, except that I have been out of the town two years. I reside in North Providence. I live in the west part of that town, in Tripptown. It takes its name from my ancestors.

2*d Question.* Did you know Benjamin Waterman, Joshua Greene, and Ephraim Pearce, late of the town of Johnston, deceased?

Answer. Yes sir.

3*d Question.* Did you know Josiah King, Administrator on the Estate of John Manton?

Answer. Yes sir.

4*th Question.* Were the said Waterman, Greene and Pearce sons in law of John Manton, late of Johnston, deceased?

Answer. Yes, they were.

5*th Question.* Do you know or have you ever heard and if so from whom, whether said Manton died seized of any real estate, and if so, how much and where situated?

Answer. Yes he died seized of it. I heard so from my father and the neighbors round. I heard so from Mr. King. I don't know how much. I understood it was in Johnston.

6*th Question.* Do you know or have you ever heard and if so from whom, whether the said Manton owned a large tract of land in Gloucester?

Answer. I believe it was understood at the time, he did own some in Gloucester but how much I do not know. That's pretty nigh what I understood at the time. I don't know about it except by what they talked. They talked it over at the time and talked it was about two thousand acres the Mantons owned; I know nothing about it except by the talk at the time.

7*th Question.* Do you know or have you ever been informed and if so by whom, how the estate of said Manton was disposed of?

The Counsel for the Respondents objects to any hearsay evidence.

Answer. What I understood at the time was, that it was con-

veyed by the Guardian. I understood so from my father and others. Mr. King, Mr. Esek Olney used to be there talking about it.

8*th Question.* Did you understand from them that said estate was divided by and between the sons in law of the said Manton?

Answer. I so understood at the time.

The Counsel for the Respondents here desired the above objection by him made to extend to every question calling for hearsay evidence, without especially repeating the objection to each question.

9*th Question.* Do you know or have you ever heard and if so from whom, the proceedings of the Town Council of Johnston, in placing the said Manton under Guardians, the acts and doings of said sons in law, and of Josiah King, Administrator, talked about, and if so, what was said about them. State fully.

Answer. It was thought at the time to be a fraud, that is the way it was talked of at the time. I know nothing about it except what I heard from others.

10*th Question.* Was not the placing of said Manton under Guardians, spoken of by those whom you heard talk about it, procured by said sons in law for the purpose of getting possession of said Manton's property?

Answer. I believe that was the talk at the time. There is nothing I know about it, except what I heard talked by others.

11*th Question.* Do you know or have you ever heard that the said Manton's sons in law, prevented Shadrach Manton, the brother of said John, from making his will, and if so for what purpose?

Answer. I heard so, about the time they were talking this over, about this estate. I understood that they prevented the man Shadrach had sent for to make his will, from reaching him until he became speechless. It was talked at the time, they did it for the purpose of getting the property. Shadrach Manton had no children.

12*th Question.* Do you know or have you ever been informed and if so by whom, that your grandfather, Edward Tripp, was appointed one of the Guardians of said Manton and if so, whether he refused to serve, and what reason did he give for his refusal to serve?

Answer. I heard so. They were going to appoint him, and he would not accept. He said he was his uncle and he was no more insane than he was, and he would not accept it. I heard so from my father and others. It was the common report in the neighborhood among the old people altogether.

13*th Question.* Do you know or have you ever been informed that William Thornton and other heirs of Lydia Thornton, ever brought a suit against said Benjamin Waterman, to recover their proportion of said Manton's estate, and if so, about what time was said suit brought?

Answer. I recollect the time Mr. William Thornton brought it very well. I don't know that I can state the time exactly, about

1796 or 1797. I never charged my memory particularly with it. It was two or three years getting through.

14*th Question.* Did Josiah King, about that time, come to your father's and have a conversation with him about said Manton's estate, and what was the conversation between them; State fully as you recollect.

Answer. He came along to my father's shop and talked the matter. He said he was going over to his son Reuben's in Cumberland to get rid of Mrs. Catharine Waterman's talk about the suit. She was importuning him about it.

15*th Question.* Was the division of said estate between said Waterman, Greene and Pearce, talked and spoken of by the old men, as a fraud upon the daughters of said Waterman?

Answer. It was thought so in the time of it. It was so spoken of by the old men.

16*th Question.* What was said about the claims and demands of said Waterman and Greene against the Estate of said Manton; please state fully?

Answer. There was a good deal said about it. They said Mr. Waterman brought in a bill for labor in which he charged more days than there were in the year, that the council threw it out at first for that reason, but that they allowed it afterwards. It was understood that they all brought claims against the estate.

17*th Question.* Was it, or not, considered at that time that their claims were fictitious and fraudulent?

Answer. Yes sir, it was understood so then. It was so spoken of at the time.

18*th Question.* Have you always known the Manton Estate, and if so, has it or not always been the subject of dispute and litigation?

Answer. I have always known it. It has been partially in dispute a great many years.

19*th Question.* Has there been any twenty years or more, since you became acquainted and understood how said Waterman, Greene and Pearce acquired possession of their portions, to the present time, that the same has been holden by them or by any persons under them quietly, peaceably and uninterrupted from the claims and demands of the lawful heirs of said Manton, or of the heirs of said Lydia and Betsey Waterman?

Answer. I don't know of any time but what there has been something said about it, a noise about it. As to the division, I don't know anything about it, I have not heard anything said about that.

20*th Question.* From your knowledge and information of all the circumstance under which said estate has been holden by said Waterman, Greene, and Pearce or any persons under them, do you not know and believe that said estate rightfully belongs to the heirs of Lydia and Betsey Waterman?

Answer. I don't know as it would do any good for me to give a decision. It has been talked so by others, I know nothing else about it, my opinion would be merely nugatory it would be superseding the Court.

21*st Question.* In your answer to the seventh question, do you mean the sale of said estate was made by the Guardian or by Josiah King the Administrator ?

Answer. I can't define particularly. It was by report made by the Guardian.

JOHN TRIPP.

Witness fees,
1 day.
4 miles travel.

Sworn to and subscribed before me this second day of February A. D. 1853.

JOSEPH S. PITMAN,
Commissioner.

Com's fees,
15 fol, 3,00
Adm. Oath, ,10
7 miles Travel, ,70

$3,80

Deposition of Richard Thornton.

I, Richard Thornton, of the town of Johnston, in the District of Rhode Island, being first duly cautioned and sworn on oath depose and say,

1*st Question* by Dexter Randall, Esq. for the complainant, what is your age and where do you reside ?

Answer. I am about thirty-eight I suppose, I reside in Johnston ; I suppose I live on some of the Manton property, as it is called.

2*d Question.* Do you know Benjamin W. Hawkins, and Emily, his wife ?

Answer. Yes sir.

3*d Question.* Have you ever had any conversation with said Benjamin or Emily, if so about what time, respecting the suit of Elizabeth Moore against said Benjamin and Ray Greene, now pending in the Circuit Court of the United States, involving the estate of the late John Manton, and if so what was that conversation ?

C. F. Tillinghast, Esq. for the Respondents objects to any statements respecting conversation with said Emily, she not being a party to this suit.

Answer. I was in to Mr. Hawkins one day with Mr. Smith, he

asked me to go in there with him, and she gave him a paper, what it was I don't know, and she told him that she gave him that one and probably she might find some more that might be some advantage to him, if she did she would give them to him. I don't know as there was anything more said except common every day talk. It was last spring or spring before last, I put no dates down. I have talked it over with Benjamin, about his being sued, it has been the neighborhood talk.

4th Question. Did you understand from her that the paper she spoke of alluded to the estate of said Manton?

Answer. That one that she gave him was one of that sort I suppose. I understood from her that, that one, alluded to that estate.

5th Question. Did you also understand from her that she had other papers relating to said estate, in her possession of great value, to Mr. Smith, and if so what was said further about them?

Answer. I don't remember of her saying she had any more in her possession, she said she thought probably she might find some more some time or other, she said they probably might be of some value to him, that is the way I understood it. I don't know whether she said of great value or not, I don't recollect about that.

6th Question. Did she mention any particular paper or papers, or was anything further said about them?

Answer. Not that I know of, not to my recollection now, I did not at that time charge my mind about it.

7th Question. You say you have talked with Benjamin about the suit. Did he mention or say anything about papers of the description you have spoken of being in his house or possession?

Answer. He spoke about that paper Mr. Smith had; he did not say he had any more in his house. He said he thought probably if there were any more papers his wife would let him have them.

RICHARD THORNTON.

—

Witness fees,	
1 day	1,25
4 miles,	,40
	$1,65

Sworn to and subscribed, before me this second day of February A. D. 1853.

JOSEPH S. PITMAN,
COMMISSIONER.

Comm. fees,	
6 fol	1,20
Oath,	,10
7 miles travel,	,70
	$2,00

Deposition of Christopher Wilkinson.

I, Christopher Wilkinson, of Smithfield in the District of Rhode Island, being duly cautioned and sworn, on oath depose and say.

1*st Question*, by Dexter Randall, Esq. for the Complainant. What is your age and where do you reside?

Answer. Eighty-three, six months over may be, I reside partly in Smithfield, partly in Johnston, a little in North Providence, not a great deal.

2*d Question.* Was your wife the daughter of Stephen and Lydia Thornton?

Answer. They tell me so, yes.

3*d Question.* Have you any interest in and to the estate of John Manton, or are you directly or remotely interested in any manner, in the Bill of Complaint of Elizabeth Moore against Benjamin W. Hawkins and Ray Greene, now pending in the Circuit Court of the United States, for the R. I. District.

Answer. I have no interest in and to the estate of John Manton, not now, I am not interested in that suit, none at all.

4*th Question.* Have you always been acquainted with the homestead farm in Johnston of the late John Manton?

Answer. I have known the farm for fifty years, I don't know but more.

5*th Question.* After the death of John Manton how was said farm divided, and among whom, as you know or have been informed?

Answer. Greene and Waterman claimed it between them, and they put it up at Auction, and it was divided by Old Josiah King the Administrator, that was the talk then. It was first divided, so Rufus Hawkins, who was the Auctioneer said, and one part was put up and was bid off to King, and the other to Waterman, no one over bid either one of them. I had a suit, which made me keep the run of how things went, which made me see about selling that property.

C. F. Tillinghast, Esq. excepts for the Respondents to all hearsay evidence applying this objection to the whole Deposition.

6*th Question.* Is Rufus Hawkins now living?

Answer. No.

7*th Question.* Was it generally talked and spoken of by the old people that the town council of Johnston comived with said Waterman, Greene, and Pearce, and said administrator in dividing said farm among themselves?

Answer. I don't know as the town council had any thing to do with dividing the farm. Waterman and Greene divided the farm themselves, so the Auctioner, Hawkins said. The town generally said that Pearce had so much for his right, and that Waterman and Greene divided the farm between them.

8*th Question.* Did John Manton leave a will as you know or have heard?

Answer. They said he did, I don't know whether he did or not, some said he did, others said he did not.

9*th Question.* To whom was it talked and spoken of did he give his estate?

Answer. A part of it was given to Greene. He gave a deed to Greene, and afterwards at a tavern he promised Greene to give him a new deed, if Greene would give up his old one. But a quarrel was said to be going on up stairs and they went to see it, and when they came back somebody had burned the deed up and Greene never got another one.

10*th Question.* To whom did the will give the estate as you know or have heard?

Answer. I can't tell particularly, I never see the will, they said he made one, but I never saw anything of it.

11*th Question.* Was the division of said estate talked and spoken of as defrauding the two daughters of Benjamin Waterman?

Answer. I believe it was some, I think that was the general talk.

12*th Question.* Did you in the right of your wife ever bring a suit or suits to recover any part of said estate. When and against whom?

Answer. Yes. I can't tell how long ago. They were against King and Waterman for their part, each one's part.

13*th Question.* Do you know any thing about the Glocester lands at Absaloni?

Answer. All that I know about them was that the talk was that Greene sold them at public auction. They were bid off by I don't know whom.

14*th Question.* What was the final result of your suit against King?

Answer. I beat him and they cheated me out of it at last. The way they did it, was they got a new hearing, and a new set of Judges came in who were appointed on purpose. They did not get it tried on the question of law, but on account of Joseph Randall one of the Arbitrators being engaged as a juror, the Thornton case, they could not try it, and King proposed if I would drop the case and submit to judgment, he would pay one half of the costs and I should pay the other. I said I wouldn't and then I withdrew it. The Arbitrators were Moses Brown, Joseph Randall and Gov Fenner. Mr. Joseph Randall has told me about the case, about as much as I knew before, I did not pay the costs, King paid the costs.

15*th Question.* Were these the reasons the reference fell through?

Answer. Yes, all the ground they had to go upon, was that I had two judgments of the Court against them.

16*th Question.* Was the other suit referred to referees and do you recollect who the referees were?

Answer. No. They had another court, they had two juries, Joseph Randall, Moses Brown and Gov. Fenner were the referees.

17*th Question.* Did you bring a suit against Jabez Olney?

Answer. Yes.

18*th Question.* Was that suit referred to men?

Answer. Yes. After I brought a suit against Jabez Olney, he sold property to Samuel W. King, and said he must defend the case, he bought it of him.

19*th Question.* Who were the referees on that case?

Answer. Moses Brown, Joseph Randall, and Gov. Fenner.

20*th Question.* Who were the referees in the case against Jabez Olney?

Answer. He had nothing to do with the case. He cited in Samuel W. King to defend the case.

21*st Question.* Who were the referees?

Answer. Those that I have just mentioned over.

22*d Question.* Did you know Elisha Mathewson, Jeremiah Knight and Ezekiel Whipple?

Answer. Yes.

23*d Question.* Were they or not, the referees in the case against Jabez Olney?

Answer. They had nothing to do with the case against Jabez Olney. Their names were not mentioned as I recollect. Their names were mentioned before the court got together, and the Court had nothing to do with that case afterwards, not as I know of. If they had I should have known it.

24*th Question.* Has the estate of said Manton always been the subject of litigation and dispute since you have known anything about it, to the present time?

Answer. I guess not much, I guess it had always been in dispute since I knew it.

25*th Question.* Did you ever have any conversation with Ezekiel Whipple about the said Olney case?

Answer. Never but once, after they had tried it. I see Whipple and asked him how they came to do it. He said they were both against him, and he could not help it. He said that Mathewson and Knight told him if he did not sign the report, they would be dogging him around.

26*th Question.* Then Mathewson, Knight and Whipple were referees in that case were they?

Answer. Yes.

The Counsel for the Respondents objected to the last question as a leading question.

27*th Question.* Do you feel tired and exhausted in giving your deposition?

Answer. No. No.

CHRISTOPHER WILKINSON.

—

Witness fee $1,25 1 days attendance.

Sworn to and subscribed before me this second day of February A. D. 1853.

JOSEPH S. PITMAN, *Com.*

Com. fees,	
14 fol	2,80
Oath	,10
8 miles travel	,80
	$3,70

Deposition of Nicholas Smith.

I, Nicholas Smith, of Johnston in the District of Rhode Island &c. being duly cautioned and sworn on oath depose and say.

1*st Question*, by D. Randall Esq. for the Complainants.—What is your age and where do you reside?

Answer. Johnston is my residence, I am seventy-three years of age, this present month, the fore part of the month.—

2*d Question.* Did you ever know Benjamin Waterman, late of Johnston deceased?

Answer. Yes, sir, I used to know him.

3*d Question.* Who was his first wife?

Answer. She was a daughter of John Manton.

4*th Question.* How many children had they?

Answer. Two that lived, three or four in all if I mistake not.

5*th Question.* What were the names of those that lived?

Answer. Lydia and Betsey.

6*th Question.* With whom did Lydia intermarry?

Answer. She married Stephen Thornton, Betsey married Daniel Carpenter.

7*th Question.* Was your wife the daughter of Stephen and Lydia Thornton?

Answer. Yes.

8*th Question.* How many children had Betsey and Daniel Carpenter?

Answer. Three I believe, if I remember right.

9*th Question.* Can you name them?

Answer, Hezekiah, Phebe, and Elizabeth.

10*th Question.* Do you know with whom Elizabeth intermarried?

Answer. No more than what I have heard from other folks, she married Moore I suppose.

11*th Question.* Is she now a widow, as you know or have been informed?

Answer. That is what I have been informed and I think it is correct.

12*th Question.* Where does she now reside?

Answer. Génoa, is it? State of New York, I have forgot, I have seen a statement of it.

13*th Question.* How long has she resided in the State of New York?

Answer. Ever since she was a young woman, an infant you may say about the same thing.

14*th Question.* Is Hezekiah Carpenter now living, as you know or have been informed?

Answer. No, he is not living, according to accounts I have got some ways.

15*th Question.* Did he die without issue?

Answer. I believe he did as I have been informed.

16*th Question.* With whom did Phoebe Carpenter intermarry?

Answer. I believe she married Zephaniah Chaffee.

17*th Question.* How many children had they as you know or have been informed?

Answer. My information was they had three children.

18*th Question.* Do you know whether either of them is now living?

Answer. I do not.

19*th Question.* Are you directly or remotely interested in the Bill of Complaint, Elizabeth Moore against Benjamin W. Hawkins and Ray Greene, now pending in the Circuit of the United States for the R. I. District, or interested in any way in and to the estate or estates of the late John Manton before mentioned?

Answer. I am not.

20*th Question.* Do you know, or have you ever been informed whether or no, Benjamin Waterman, Joshua Greene, Ephraim Pearce endeavored to get possession of the estate of the said John Manton before his decease, and if so what were some of the means or artifices they used? Please state all your knowledge on this subject.

C. F. Tillinghast, Esq., Counsel for Respondents, makes a general objection to the introduction of hearsay testimony in this deposition.

Answer. I was informed that they did try to get possession of the property before his decease, that is the information I always had from older people, it was talked so by a great many. I don't know as I recollect in particular in regard to the means and artifices they made use of.

21*st Question.* Did they cause him to be put under Guardian?

Answer. Yes, they caused him to be put under Guardian according to the records.

22*d Question.* How many children had John Manton?

Answer. I think according to the statement there were three girls and a boy.

23*d Question.* Please mention the names of the girls?

Answer. Mehitable, Phoebe, and Anna.

24*th Question.* With whom did Phoebe marry?

Answer. Ephraim Pearce.

25*th Question.* With whom did Mehitable marry?

Answer. Joshua Greene.

26*th Question.* With whom did Anna marry?

Answer. Benjamin Waterman.

27*th Question.* Do you know or have you been informed whether said John Manton left a will?

Answer. I have been informed according to the records there had been one, it was carried before the town council and disapproved of.

28*th Question.* Did you ever know to what person or persons, it gave and devised his estates in and by said will?

Answer. No more than what I was informed, it was given to Carpenter's wife, and Stephen Thornton's wife.

29*th Question.* Was it so spoken of and talked of by the old people of that day?

Answer. Yes, it was.

30*th Question.* Was it talked and spoken of that the town council of Johnston colluded with the said Waterman, Pearce and Greene in setting aside and disallowing said will?

Answer. It was talked of by a number.

31*st Question.* After said will was set aside, how was the estate of John Manton divided, by and among whom was it so divided?

Answer. It was divided among themselves, the same thing. It was divided between Greene and Waterman; it amounted to that; it got to them at last. It was divided by George Jackson, Richard Steere, and Daniel Jenckes, none of them had any thing besides Waterman and Greene, except fifty acres set off to Pearce.

32*d Question.* Who were said to be the principal creditors of the said John Manton?

Answer. Joshua Greene and Benjamin Waterman, they called themselves so.

33*d Question.* Was it not talked and spoken of that their claims against said Manton were fictitious and fraudulently made up?

Answer. It was talked so freely by every body.

34*th Question.* Who was administrator on that estate?

Answer. Josiah King according to the records.

25*th Question.* Did he sell the portions appropriated to Greene and Waterman, at Auction, for the purpose of paying those demands?

Answer. According as we find on the records, he sold the portions, it was stated for that purpose it was understood so.

36*th Question.* Was it understood generally, that there was a change made in the town council on account of one of its members being opposed to their proceedings in relation to said will and estate, and if so, what was the name of that member and who was put into his place?

Answer. It was understood so. His name was Nehemiah Sheldon

and they put in Josiah King in his room, that's I know, unless records lie.

37*th Question.* Was it not generally understood and spoken of that said Waterman, Greene and Pearce procured the said will to be disallowed by said council?

Answer. It was understood so.

38*th Question.* Was it not also generally talked and spoken of, that setting aside said will was for the purpose of defrauding the two daughters of said Benjamin Waterman out of their just rights?

Answer. It was talked and understood so.

39*th Question.* Was it also talked and spoken of that the said sons-in-law of the said Manton procured the appointment of Josiah King, Administrator, on said estate?

Answer. It was talked so frequently.

40*th Question.* Have you ever been informed by any person, and if so by whom, or do you know that the said Josiah King often admitted that the inventory of said Manton was more than sufficient to pay all the debts against him?

Answer. It was talked by considerably many that he made that statement. He did admit so to my wife's father, I was informed by my wife's brother that he heard him say so.

41*st Question.* Do you know what became of said inventory?

Answer. I never knew what became of it.

42*d Question.* Have you ever been informed what became of it by any one?

Answer. It was stated that they took it between themselves and agreed to pay the debts. I mean Waterman and Greene.

43*d Question.* Did you ever know, or was you ever informed that the said Benjamin Waterman admitted to his sister-in-law, Phoebe Pearce, that his two daughters, Lydia and Betsey, had been badly treated and that the proceedings in relation to said estate were fraudulent and ought to be and would be yet broken up?

Answer. I know that, from her own mouth, she told me. He stated to her at that time, when she made this statement that there was inventory enough to pay all the debts.

44*th Question.* Have the estates of the said Manton, that were in possession of the said Waterman, Greene and Pearce, always been claimed by the heirs of Lydia and Betsy Waterman since their decease, and have they been publicly the subject of litigation and controversy ever since?

Answer. I think it has.

45*th Question.* After the decease of the said Benjamin Waterman, were the estates of which he died in possession, divided?

Answer. It was divided I believe.

46*th Question.* Had the said Benjamin Waterman a second wife, and if so, had he children by her?

Answer. He had a second wife. He had children by her.

47*th Question.* Please name them.

Answer. Arthur and Polly, a boy and girl.

48*th Question.* Was said Waterman's estate, above mentioned, divided among the heirs of Anna Manton and the children of the said Waterman, by his second wife?

Answer. It was divided among them all equally, the first sort and second sort of children.

49*th Question.* Did you then in the right of your wife, protest against said division, on the ground that the said Benjamin Waterman had no title, right or interest, therein?

Answer. I did protest against it.

50*th Question.* Was there a certain portion assigned to your wife as one of the heirs of Lydia Waterman?

Answer. There was a portion set off I believe to her.

51*st Question.* Has that portion been conveyed by you and your wife?

Answer. It has.

52*d Question.* Did you warrant and defend said portion, or did you refuse to warrant and defend the same to the grantee?

Answer. We refused to warrant under Benjaman Waterman. We considered it John Manton's property all the time.

53*d Question.* And did you notify your grantee of this objection at the time you quitclaimed said share?

Answer. Yes sir, I did.

54*th Question.* To whom did you convey said share?

Answer. Samuel Greene.

55*th Question.* Was Samuel Greene the father of Ray Greene the defendant in this bill?

Answer. He was for what I know.

56*th Question.* Do you know whether or no the said Waterman, Joshua Greene and Pearce or any other persons, claiming under them, either by descent, gift, devise or purchase, from them or from any of their heirs or assigns, have quietly, peaceably and uninterruptedly held said portions of said estate for any twenty years or more?

Answer. I dont't know that they have, I have no knowledge that they have.

57*th Question.* Have the heirs of said Lydia and Betty claimed and demanded constantly that said portions of said estate belonged to them?

Answer. I believe they have, generally, as nigh as I can learn, according to the best accounts I can get.

58*th Question.* When was Elizabeth Moore in this State?

Answer. That is a question I cannot answer, very nigh, not many years ago she was in the State of Rhode Island, I did not see her, I don't know sartain.

59*th Question.* What was her business here as you understood?

Answer. I understood she was down to see about a little property which was set off to her brother Hezekiah.

60*th Question.* Did you understand she took any steps at that

time to see if she was entitled to any part of the estate of John Manton?

Answer. I think not, only to get hold of a little piece which was set off to her brother, which she got hold of and sold off and went back, that was what I was informed.

61*st Question.* Did you not understand that she directed the records to be examined as to said estates, and left a power of attorney with any person for that purpose?

Answer. There was some such talk afterwards, but I did not understand it so at the time.

62*d Question.* Did you ever go on to the land, claimed by Benjamin Waterman to mow or cultivate any part of it and if so when, as nearly as you can recollect?

Answer. I went on to some part of it after we got judgment against Wm. B. King, we mowed what we got judgment for.

63*d Question.* Was there any interruption to you by any one, for so doing, and if so by whom, state all the circumstances in relation to it.

Answer. We were interrupted by Wm. King and his son and his hired man, some of them had pitch forks, some had tedding sticks, his son drawed a fork over my head and threatened to knock me down if I did not go off, he talked very hard, and swore very bad. He said so much we concluded to leave the meadow. That's about the last of it. We brought an action in 1817. I think this was about, not far from 1819.

CROSS EXAMINATION.

By C. F. Tillinghast, Esq. for the Respondents.

64*th Question.* From whom had you the information of Elizabeth Moore's marriage?

Answer. I believe from Richard Thornton, I can't say certain, I think he was the first who informed me.

65*th Question.* When was she married and to whom?

Answer. I can't tell when, her husband's name was Moore, that is all I can say.

66*th Question.* How old was she at the time of her marriage?

Answer. That's a thing I can't state, she was always a stranger to me, I never see her.

67*th Question.* When did her husband die?

Answer. I have no knowledge of that, I don't know as I ever heard any body say.

68*th Question.* Where did her husband live?

Answer. Whether its in York State or Connecticut that I don't know, York State, I think though.

69*th Question.* Was she ever married more than once?

Answer. I never heard that she was.

70*th Question.* Where did Hezekiah Carpenter live?

Answer. He lived, I think in the State of Connecticut, in a place called Middle Haddam, that is the last knowledge I had of him.

71*st Question.* Please state all you know of your own knowledge relative to the claims of the heirs of Lydia and Betsey Waterman and how they have been asserted?

Answer. That is a thing I don't know for a certainty. I don't know otherwise than that it has been said.

72*d Question.* For what land did you obtain judgment as stated in your 62d answer?

Answer. It was a lot set off to Arthur Waterman, out of the Benjamin Waterman estate, right against Col. Knight's meadow.

73*d Question.* From whom had you the information respecting the attempts of the sons-in-law of John Manton to acquire his property?

Answer. I heard that from every body, it was in every body's mouth.

74*th Question.* From whom did you first have information?

Answer. I can't recollect exactly.

75*th Question.* Did you ever see the Husband of Elizabeth Moore?

Answer. I never did.

76*th Question.* How do you know that she was married?

Answer. I don't know otherwise than it was said by others. She made it appear when she was down here that she had been married.

77*th Question.* How did she make it appear?

Answer. She had papers I understood to show that she had been a married woman and was then a widow; I never saw the papers.

NICHOLAS SMITH.

—

Witness fee, 1 day, 1,25 attendance.

—

Sworn to and subscribed, before me this second day of February A. D. 1853.

JOSEPH S. PITMAN,
COMMISSIONER.

Comm. fees,	
27 folios	5,40
Oath,	,10
7 miles travel	,70
	$6,20

Deposition of Benjamin Thornton.

I, Benjamin Thornton of the town of Johnson in the District of Rhode Island, &c., being duly sworn according to law on oath depose and say:

1st Question, by D. Randall, Esq. for the complainants.—What is your age?

Answer. Sixty-seven, I suppose they call me.

2d Question. Have you always resided in Johnston, in the neighborhood of the late John Manton?

Answer. Not all the time, two seasons I resided in Exeter.

3d Question. How many children had said Manton as you know?

Answer. There were two of them that I knew. There were two others as I understood, a girl, my grand-mother whom I never knew, and a boy younger than her who died young, whom I never knew, so I was told.

4th Question. What were the names of the two that you knew, and whom did they marry?

Answer. Phœbe and Mehitable. They married, Joshua Greene married Mehitable, and Ephraim Pearce married Phœbe.

5th Question. What was your grandmother's name and whom did she marry?

Answer. I believe if I have been told right, I never knew much about her, I think her name was Lydia, I hardly ever heard her name given, I generally heard her called my grandmother. [Here a person in the room said it is a mistake, her name was Anna.] I believe I was wrong, her name was Anna, I think my mother's name was Lydia, she married Benjamin Waterman.

6th Question. How many children had Benjamin Waterman by his wife Anna?

Answer. Two.

7th Question. What were their names?

Answer. Lydia and Elizabeth.

8th Question. Whom did they marry?

Answer. Lydia married Stephen Thornton, and Betsey Daniel Carpenter.

9th Question. Are you the son of Stephen and Lydia Thornton?

Answer. Yes sir, I always was told so.

10th Question. Have you any interest directly or remotely in the Bill of Complaint, Elizabeth Moore vs. Hawkins and Greene, now pending in the Circuit Court of the United States for this District?

Answer. No, sir.

11th Question. Are you interested now in any manner, in and to the estate or estates of the said John Manton?

Answer. No sir.

12th Question. How many children had Daniel and Betty Carpenter?

Answer. Three.

13th Question. Can you name them?

Answer. Hezekiah, Elizabeth, and the other one was Phœbe I have been told, she was a person I never see.

14th Question. Which of them, if either, died without issue?

Answer. Hezekiah, I understood, never had any children.

15th Question. Whom did Phœbe Carpenter marry?

Answer. Zephaniah Chaffee.

16th Question. Had she any children as you know?

Answer. I understood that she had.

17th Question. Are any of them living as you know?

Answer. I don't know, whether there is or not.

18th Question. Whom did Elizabeth Carpenter marry?

Answer. She told me that her husband's name was Heman Moore.

19th Question. Where, and when was she married?

Answer. I don't know for a certainty, but she has always remained in New York, ever since she was an infant, to my knowledge.

20th Question. Is said Elizabeth Moore now a widow?

Answer. She told me she was when I see her, and I don't suppose she has been married since. I never heard that she was.

21st Question. Do you know when her husband died?

Answer. No sir, I don't know, she told me when I see her how long he had been dead, but I have forgotten now.

22d Question. Where has said Elizabeth always resided and where does she now reside?

Answer. In New York State.

23d Question. Has she ever been in the State of Rhode Island, and if so about how long ago?

Answer. She has been once, because she has been to my house and staid all night with me, I think it was seven or eight years ago, it was about the end of the Dorr war.

24th Question. What was her business when she was in this State?

Answer. She said she heard she had property here and she came to make her claim to it.

The counsel for the Respondents, C. F. Tillinghast Esq. here objected to any testimony of the declarations of the Complainant, and also makes a standing objection to any hearsay testimony.

25th Question. To what estate did her claims allude?

Answer. John Manton's.

26th Question. What did she do in relation to her claims upon said estate?

Answer. She employed a man in Hopkinton to carry it on for her, and she gave him a power of Attorney to act, I know that and have seen it and have seen the man.

27th Question. What was his name?

Answer. Gorton Arnold.

28th Question. Had you any conversation with her respecting a deed, her father, Daniel Carpenter had giving to Edward and Jerry Manton, of a portion of the John Manton estate, and if so what was the purport of that conversation, state as fully as you can recollect.

Answer. Yes sir, we had conversation together about it, she said her father gave the Mantons a deed of it and made her sign it when she was under age, she knowed not what she signed, I believe that is all we had to say about that then.

29th Question. Did you ever know or understand from any person that said Manton left a will?

Answer. Yes sir, from my infancy up to this time; from all the old aged people that ever knew anything about it.

30th Question. To what person or persons did you understand he had given said real estate by said will?

Answer. To Ben. Waterman's two first children.

31st Question. What reason was giving for his giving his estate to his two grand daughters as you know or have been informed?

Answer. I always heard it said that he said Greene and Pearce had always conducted so bad with him and had always tried to get his property away, that he meant they should never have any more of it. That they had got all they should have.

32d Question. Was it or not also said he intended to give his daughter Anna Waterman his estates, and what was the reason he did not do so?

Answer. I always heard it talked when I was a boy, that he always intended to give it to her and afterwards to her heirs and assigns forever, she died before he got ready to make his will, and then he referred it to his two grand daughters, that was my understanding about it.

33d Question. What did you understand was done with said will?

Answer. I understood that Greene, Pearce and Waterman made an agreement amongst themselves, to pay no regard to the will, and sot it aside and then to divide the property to their own notion. I also understood they made an agreement how they should divide it to suit themselves, then they did divide it amongst themselves.

34th Question. Was it or not generally spoken of by the elderly people, that said will was set aside by the town Council, by the procurement and influence of said Waterman, Greene and Pearce?

The Responding Counsel objected to this as a leading question.

Answer. Yes sir.

35th Question. Who were the pretended creditors of said Manton, as you have always understood?

Answer. Greene, Pearce and Waterman.

36th Question. What was said about their claims and demands?

Answer. It was always said they were very illegal, that it want anything that belonged to them.

37th Question. Who have you heard talk about them?

Answer. Old William Paine, Rufus Hawkins and old Daniel Waterman now deceased, Stephen Waterman and Josh Kimball, now deceased, Nehemiah Hawkins and Edward Manton now deceased, I could keep you writing all day to tell the whole of them.

38th Question. What was the common report and speech of the people about the division of said estate among themselves?

Answer. I heard old Edward Manton say, one time, that Pearce and Greene and King forged it all up amongst themselves, according to their notion, and that Waterman interceeded with them and Waterman turned against his own children and went to cheating them out of their own property that was given to them, which he had ought to have been a father and a guardian to it for them and took care of it. The common report was that it was all a fraud and a cheat.

39th Question. What was said of the proceedings of the town Council, against said Manton and his estate?

Answer. It was always said they were picked men for that purpose, to settle it in their favor, all but one and he was turned out because he was opposed to their proceedings.

40th Question. Who was that person?

Answer. Nehemiah Sheldon.

41st Question. Who was put in his place?

Answer. If I mistake not it was Josiah King.

42d Question. Who was appointed administrator on said Manton's estate?

Answer. Josiah King.

43d Question. Did you understand that said Waterman, Greene, and Pearce procured the appointment of said King?

Answer. Yes sir.

44th Question. Was it generally understood and spoken of that his sons-in-law had tried to get possession of said Manton's estate before his death?

Answer. Yes I have often heard it so spoken of.

45th Question. What acts or artifices did they or either of them practice to get said Manton put under guardianship?

Answer. It appears that they studied out a good many ways for it, I always understood that they got men, some off at a distance that did not know anything about Manton; one was Joe Waterman at the south part of the town here, and one Sprague, I can't recollect his given name, and another one I think way up in Gloucester, I can't recollect his name, I have heard it but have forgot it. It was thought strange that they should go out of their neighborhood so far off to select men for that purpose, when there was neighbors knew all about Manton, and were well acquainted with him, and knew just his mind and situation, and it was always said he was in a perfect mind at the time, when they put him under Guardian.

46th Question. What other practices, if any, was it said they had

attempted to get the old man out of their way? State as fully as you can recollect.

Answer. I understood they dug pits in his path, where he went from one part of his farm to the other, and covered it over and secreted it, so that he might not see where he was a going, in order that he might pitch into it and be the means of his death; and as they did not fetch him so, they said Greene sowed ratsbane in his path when the dew was on, so that it might poison his feet. It was thought it would poison his feet and strike into his blood and poison him so that it might kill him; and another time they thought they might frighten him to give up his property. He hired a parcel of men to come there pretending to mob him. I mean Joshua Greene hired them, Joe Keach was one of them, Keach used to work for my father and come to the house where I now live, Keach said there was a pair of bars a little distance from the house, and he said Joshua Greene staid at home that day with Manton, because he knew they were a coming. Keach said he made his appearance first, (I don't remember hearing him say so, but he told so at my father's, I heard my father tell it all over after him,) and stood upon the top bar, the bar post run up higher and he clung to that to hold himself up there, and he made a noise so that he might be discovered, and Joshua Greene looked out and saw him and said, "There Father Manton, they are coming, they're coming." Well, said Manton. I'll shoot them, and took and catched his gun in order to fire; Greene was afraid he would shoot and kill him, and catched hold of the gun and said, here Father Manton let me shoot, I can see better than you can, so the old man give up the gun to him, and he said he fired it and held it up over his head so that there shouldn't be any injury done to him, and said Keach heard the ball whistle over his head, and he did'nt know but he was shot and he fell kollumux off of the bars, so Mr. Keach said he got up and cleared for home, for he found he had no business there. That is about all I have any recollection about. That is the way it was stated to me. I suppose I heard it when I was small, as well as my father, but didn't realize it then.

47th Question. For what purpose did you understand the foregoing farce was enacted?

Answer. It was thought it was to make him think he was the best friend he had, and if it war'nt for him, they would mob him or destroy him, so that he might give the property to him alone. I mean to Joshua Greene.

48th Question. Whom did you mean by "he was the best friend he had?"

Answer. Joshua Green was the best friend John Manton had.

49th Question. Have you ever seen any person's deposition about said Greene's attempts to destroy the old man, and if so whose deposition was it?

Answer. I have seen such a deposition, have had it in my hands. It was that of David Lewis. He was called David Prince at that

time but his right name was Lewis. That is the way I have always understood it.

50th Question. What has become of said deposition?

Answer. It was carried to court at the time Wilkinson had his trial. Nicholas Smith said he let Nathaniel Searles the lawyer have the deposition and they suppose it to be among his papers now, if it is not destroyed or given away.

51st Question. Is that deposition lost?

Answer. I do not know whether it is or not.

52d Question. What was the purport of that deposition; state fully.

The 52d Question was objected to by the Respondent's Counsel.

Answer. It was always said it was done to get the old man out of the way, to keep him from making a will, that the property might fall to them, that it was that Joshua Greene attempted it for, that was the every day talk. It was said Greene did it that he might destroy the old man some way or another, so that he might have the rule of the property. That is the way I always understood it, and it was talked on.

53d Question. After your mother's decease, did your elder brother William and her other heirs ever bring a suit or suits against said Waterman or Greene, to recover their proportion of said estate?

Answer. My brother William brought an action against Ben. Waterman, but no other action was ever brought to my knowledge until Wilkinson brought his'n.

54th Question. About what time was said suit brought?

Answer. I remember it well, I was somewhere about fifteen or sixteen years old, then.

55th Question. I mean about what year?

Answer. I aint able to answer correct. It is no use to try to answer unless I can answer correct. I kept no memorandum of it.

56th Question. Do you know, or was you ever informed, and if so, by whom, that Josiah King the Administrator ever admitted to any persons that he was but the mere instrument in assisting said Waterman, Greene and Pearce to accomplish their purposes?

Answer. Yes, sir, I have more than once or twice. William Paine I heard him tell it all over up here at this third house above here, up to Paine's tavern, that was the last time I heard it. He told what King told him about it. He said he and Josiah King were very intimate friends, he supposed that was the way how he came to tell him so much about it. He said he met with him one day in his travels. I don't recollect where in particular, said he talked with King about it, that he wanted to know, what caused such a great rumor about the settlement, and how they came to settle it in such a manner. He said King said to him, "La for me, Paine, I was nothing but a tool for them, where they told me to cut" he says "I cut" that's about all I hearn him say for the last time.

Aunt Ninaby Thornton as I used to call her, Old Richard Thornton's wife, down in Johnston, he was an uncle to me, and I used to stop there frequently, and one time as I was coming from Prov.-dence, I called in, It was the time when Wilkinson's case was in Court, concerning that estate.—We were talking about the case and she said to me what King said to her, she said King told her he was nothing but a tool for them, when they told him to cut, he cut, I concluded they had had conversation about it, else she would not have thought of mentioning it at that time to me, I then came home and left the house.

57th Question. At about what time were the admissions of said King to William Paine made?

Answer. That was about the time they first settled the business in that way, he said King told him. It was almost the last thing I heard him talk about when he was living. I mean when Greene, Pearce and Waterman first settled the business.

58th Question. Do you know that Benjamin Waterman ever admitted to his sister-in-law Phoebe Pearce that his two daughters had been badly treated and defrauded, and that the proceedings were illegal and ought to be and would yet be broken up?

Answer. William Waterman, fox hunter Bill Waterman we always call him, said he was coming from Providence. It was towards sunset when he was coming out. He said he see Ben Waterman and Phoebe Pearce. Stood talking together right before the door. Phoebe Pearce stood leaned up against the bars before her door and he was on horseback the other side close to her. They appeared to be engaged talking together before he could hear what they said; they didn't appear to be talking privacy, but talked out loud. William Waterman said he heard Ben Waterman say, the settlement of that estate was all a fraud and a cheat, that his children had been badly wronged, that the property was their'n and that it ought to be broke up and it would be. I don't know what reason made him think it would be. That's all he told me of that, if he knew any more, he did not tell me any more.

59th Question. Did the said Benjamin Waterman marry a second wife, and if so had he children by her?

Answer. Yes.

60th Question. What were the names of his children by his second wife?

Answer. Arthur and Polly.

61st Question. After his decease was the portion of said Manton's estate which he held divided?

Answer. Yes sir.

62d Question. Among whom was it divided?

Answer. Among his first and second children. They flung out a little toll to the first, and kept the grist themselves.

63d Question. Was you applied to by any person and if so by whom to choose a guardian and join in the division of his estate?

Answer. Yes, by Pardon Thornton. He come to my house and said I must have a guardian appointed for me and the rest of the family, and as I thought my father was my guardian I didn't make him any reply to it, and I went off and left him. As I was moving off from him he said, well you must have one, and wanted to know if I would have Judge Harris, I still made no reply to it, and he went off home I suppose about his business, and he said no more to me about it, ever afterwards.

64th Question. Did you and the other heirs of Lydia Thornton and Betty Carpenter object and protest against the division of his estate, among his children by his second wife?

Answer. Yes, I did, for one, I know.

65th Question. For what reason did you object and refuse to join in that division, state fully?

Answer. Because I didn't consider them to be any heirs to it, John Manton's property no way nor shape. It was always said it was given to his first children, and I couldn't see how they could be heirs to it.

66th Question. Was any portion of said estate set off to Arthur and Polly Waterman?

Answer. Yes sir.

67th Question. Did Arthur Waterman sell any part of his portion and if so to whom?

Answer. Yes he sold it to Wm. B. King.

68th Question. Was this a part of the land that Christopher Wilkinson and wife recovered of said King?

Answer. Yes sir.

69th Question. Have you examined the diagram marked A. now exhibited to you and does it represent the lots so recovered and will you please to annex it to your deposition?

Answer. It appears pretty plain to me so I will annex it.

70th Question. Did you with others after said Wilkinson recovered it, enter upon it and cut the grass one or more seasons with or without interruption, state fully what was done and said, and by whom?

Answer. After we got possession, got judgment, we took possession of what was said to be ours, we didn't recover the whole, as the Court allowed us, of what was set off to Arthur Waterman only a portion, as the heirs of Stephen Thornton, or his wife Lydia Waterman. William B. King and his hands that was to work for him, Nicholas Smith and I mowed it together one year, the first year and divided the grass in the meadow, as we thought it was our portions. We carried our'n off home and I suppose they did the same, peaceably and quietly without any interruption that's the last of that, for that time. That's all I believe.

71st Question. Was there any other time when you attempted to cut the grass and if so what was done and by whom?

Answer. Yes, the next year following. Before we went to cut

the grass, it was William B. King asked or else it was his son, John, I think they asked Nicholas Smith if he intended to cut that grass, again, the next year following, he told him yes, he expected to as he had done the year before, he did not know any thing to the contrary; King bid defiance to our coming, to Smith and I's cutting on't again, and signified that we had no right there, our answer was back to them that our right was as good as it was the year before, that we did not know what had deprived us on't. When the grass got fit we went down to cut it. William B. King and his hands, his mowers were at work on the other side of the road, right over against us stirring up hay that they had mowed. Smith and I got over the fence, they who were over the other side kept a watch of us to see when we went into the meadow. William B. King see us get over, and he hollered at us and forbid us going in, he bid us stop. We didn't stop: we went and sot in, Smith ahead of me. At that King started, came to the meadow, with Benoni Westcott & John King his son, I think Benoni had a tedding stick in his hand, John King came with a pitch-fork and presented it at my breast, and drawed it back in this way. (the deponent here brought both his hands to his right side and a little back, as if to make a push with something,) and said he would ripp my guts out if I didn't stop, (that was mowing,) I turned about and faced him and told him two or three times to let it come if he see fit. He cursed and swore round me a few more words, and after he see that I didn't stir for him, he passed from me and went to Nicholas Smith. He says, Nick Smith, you're a God damned fool, so he went up to him and drawed the pitch fork up over his head and said God damn you, if you don't stop, I'll knock you down. Nicholas Smith saw that he could not do any thing further then, they were at swords points there, and he went out of the meadow and they followed on after him I staid where I was until they passed me all but John King, he was behind. I see they was all going out, and I thought I might as well go. I could do nothing alone there. John he followed close behind me cursing and swearing all the way out. Just as I was going out, got to the fence, was about to go into the road he said, I want to see your guts ripped out and winding around them rails drawing out from you. He passed on and went to his meadow, cursing and swearing. I paid no regard to him afterwards, to his language, and we parted. Smith and I went down the next day or next day but one to see our lawyers, John Whipple and Nathaniel Searles, we went and we found Mr. Searles. We told him what took place there, that we went there to mow that grass, that we thought our right was as good as it was the year before, we told Mr. Searles our lawyer, that we went on there to mow and that they came on with violence and drove us off by force, sir said he, did they, said he why hadn't you took a club and drove them off? I says to Mr. Searles, William B. King said to Smith and me right there in the meadow, that he had interceded with our lawyers, he worded it in that way, that we shouldn't come on there, Smith and I to mow

any more until it was all settled, and Searles dropped his head and looked down for a moment or two and then riz up again and said I have said something about it to them. Well we didn't pass many more words with him, I thought we might as well leave him, I never went nigh him afterwards.

72d Question. Who is now in possession of that lot or any part of it?

Answer. Ben. Hawkins, or Benjamin Hawkins.

73d. Question. Have or not the estates of said Manton been the subject of dispute or litigation ever since you can remember?

Answer. Yes sir ever since my brother brought his action.

74th Question. Have or not the heirs of Lydia Thornton and Betty Carpenter, always kept up their claims for said estate upon all persons in possession of any part of it?

Answer. Yes sir almost daily—I have heard it threatened, it has been almost the first thing they would mentions when they met me, I threatened it almost daily myself, while I had possession of any part of it. I have none now.

75th Question. Have any twenty years elapsed during which either said Waterman, Greene and Pearce while in full life or any of their heirs or assigns have held said estates quietly, peaceably and uninterruptedly from the claims and demands of said heirs down to the present time?

Answer. I don't know of any such space of time if threatening has kept it up. I have heard it all the time threatened by the heirs as well as myself.

76th Question. Did you ever have any conversation with Samuel Greene, father of Ray Greene one of the defendants, about said estate and if so when and what did the said Samuel tell you?

Answer. Yes, I have. After Wilkinson had his trial and he got judgment, I met him, he stopped me and began the discourse himself. He says, "now you be very careful," he spoke this over twice, "you'll now get your right, now if you are very careful you'll get your right, there is nothing to hinder, you haven't had it." I don't know as we said any thing more about that, he went his way and I mine.

77d Question. Have you ever notified any person or persons who talked of purchasing any part of the said Manton land, that the title was in dispute and would be asserted by the rightful heirs and if so to whom and how long ago was such notice given?

Answer. Yes, I have, more than once or twice, to Squire Thurber, fifteen, sixteen or seventeen years ago, he is now dead. To William Sweet who hung himself, he's gone, for one. To Olney Paine. To Nelson Barnes, he said he was going to buy some of it and I told him not to do it, that he would buy into a law suit and he had better keep out of it. I believe there were two or three more, but I cannot recall their names just now, some three or four of them

are dead. Such notice was given all some time ago. To Barnes and Sweet about eight or nine years ago. To Paine about the time as Squire Thurber. I understood Squire Thurber said the heirs were so poor, that he warn't afraid to buy it, it was timber land that he bought, and there was timber enough on it to pay him for his trouble if he lost the land, and he meant to get it off before there was any suit brought.

78th Question. Where was the Thurber lot situated and who is now in possession of it?

Answer. It is situated to the South of my house. Owen Metcalf is in possession of a part and John Waterman jr., of the balance, I don't know of any others who claim any part of the lot now.

79th Question. Is this the lot, next north of a twenty acre lot that was assigned to Mehitabel Greene as her thirds in Samuel Greene's estate?

The Respondents Counsel objects to this question because it does not relate to the land in controversy in this suit.

Answer. I understood it was.

80th Question. Did any of the persons decline purchasing after such notice?

Answer. A part of them did.

81st Question. Did you ever know whether said Manton owned any lands in Glocester at a place called Absaloni?

Answer. I don't know but it has been talked of some, that he owned a little part of some thing, I don't know as he owned anything here to amount to anything. I never knowed that he had any property except that around the Creek, the Ben. Waterman farm, the old homestead. All the rest is bran new to me since this Bill of Equity came out, I never knew anything about it before.

82d Question. Has it not always been represented to you and to the other heirs, that Joshua Greene claimed said Glocester lands by deed or otherwise from his father-in-law, Manton?

Answer. I have heard it talked of of late, since it was discovered he owned property there.

83d Question. Did you ever know that said Joshua Greene purchased any of said lands of Josiah King, Administrator, on said estate, until of late?

Answer. I have heard that he did but I did not know it until lately. The secret part of all these things was kept from me.

84th Question. Did Elizabeth Moore when she was in this State first discover that said Glocester lands were the property of the said Manton at the time of his decease?

Answer. She didn't say she knew anything about his possessing this amount of property. She did'nt say anything about it, she didn't name anything about the lands to me, I suppose she didn't know anything about it, the Glocester lands in particular, she said she came down because she heard that she was one of the heirs to some pro-

perty in Providence. She requested of me to give her a writing to certify that there was some there, I told her I could not do that, that I knew nothing about it. She wanted it to carry to the man she was going to employ to carry on the case for her, Gorton Arnold of Hopkinton, I took it to be, that was the man.

85th Question. At the time of your brother's suit, were your claims to said estate limited alone to the lands of said Manton, in the town of Johnston?

Answer. I didn't know that there was any other claims, except the Ben Waterman farm. I was young then, and didn't make no inquiries about it. I mean the farm that was called the Ben Waterman farm, but it warn't his'n.

86th Question. Did said Elizabeth when she was down, and after causing the records to be searched, express her surprise to find the title of the Glocester land had always been secreted from her?

Answer. She hadn't been to the records then when she was there; she employed Gorton Arnold as Attorney for her. She got Gorton Arnold to come to the records to Johnston, and he come and searched the records, he told me he thought he understood her it was Ben. Waterman's property. I was down to Hopkinton to see Arnold myself. She didn't say anything about it.

87th Question. Did said Arnold search the records, and have you had any conversation with said Arnold about the matter, if so, what?

Answer. Yes, he said he did, yes sir. I have had a conversation with him, he said he searched the records and he could not find no property there that belonged to Ben Waterman. When he come to look into it again he found it was John Manton's property. He said he found it was so great a matter, he didn't feel able to carry it on, he was so poor a man, for Widow Moore. He said he had rather some of the rest of the heirs would undertake for her, he did not feel able to support it, he showed me his power of Attorney he had from her—and he read it to me and I see it. He said if any of the rest of the heirs could do it, he would give up his undertaking and his power of attorney, and he did do it.

On reading the foregoing to the Deponent, he corrected the answer to the 35th Question, by saying, "Greene and Waterman. I made a mistake, Pearce had a little something set off to him."

88th Question. Do you know what became of the inventory of said Manton's estate, or did you ever hear any thing said about it?

Answer. It was always said they kept it, I believe amongst themselves, that seemed to be the language of it, to my knowledge. Josiah King told my father, when he come there one time, so my father said afterwards, that the inventory would pay all John Manton's debts and a little more. I believe that is about all I heard about it then, I have frequently heard my father repeat that over.

CROSS EXAMINATION.

89th Question—by C. F. Tillinghast, Esq., for the Respondents. When did Betsy Carpenter die?

Answer. I am not able to tell you sir. I don't know.

90th Question. Did she die before or after her husband Daniel Carpenter?

Answer. I understood she died first.

91st Question. When did Hezekiah Carpenter die?

Answer. Well, he died as I have been informed, if I remember right, I think it was Richard Thornton, we call him sometimes Dick, but Richard, saw his death in the paper, I think he told me of it, I can't tell how long ago, it was some little time ago.

92d Question. Was it before or after his mother died?

Answer. Since his mother died.

93d Question. How old was Elizabeth Moore at the death of her mother?

Answer. I don't know her age, or anything about that, but always understood it was in her infancy—when she was quite young.

94th Question. How long did Daniel Carpenter survive his wife?

Answer. I can't tell you that, I never heard much of any thing said about it.

95th Question. When was Elizabeth Moore married?

Answer. I don't know any thing about that she was entirely out of my way.

96th Question. Did you ever see her husband?

Answer. No sir.

97th Question. When did you first know Elizabeth Moore?

Answer. When she was down and come to my house.

98th Question. In what year was that?

Answer. I can't date the year, somewhere's seven or eight years ago.

99th Question. Did you ever write letters to her or her husband, or receive letters from them or either of them?

Answer. I never wrote none to her husband, I wrote one to her after she was down, I never knowed whether she received it or not. I never received letters from either of them.

100th Question. At what time, to whom, and in what manner, did you ever hear Elizabeth Moore assert any claim to any of the John Manton estate?

Answer. That was when she was down at my house, she asserted it to me, as her lawful claim, being an heir.

101st Question. Did you ever know her to make a demand of any person, in possession of any of the Manton lands?

Answer. I don't know that she did.

102d Question. Has Elizabeth Moore any children?

Answer. She told me when she was down, she had one son, she didn't say anything about any more.

103d Question. How old is Mrs. Moore?

Answer. I am not able to tell you.

BENJAMIN THORNTON.

Witness fees—1 day,		1,25
	1 mile,	10
		$1,35

Sworn to and subscribed before me, this tenth day of February, 1853.

JOSEPH S. PITMAN, *Commissioner.*

—

On the day following the taking of the above, February 11, 1853, Mr. Thornton was again called by the Complainants.—Again sworn and deposed as follows:—

1st Question—by D. Randall, Esq., for the Complainants.

Did you know Rufus Hawkins, and did you ever have any conversation with him in relation to the estate of John Manton, and if so, please to state it, what and when?

Objected to by C. F. Tillinghast, Esq., for the Respondents.

Answer. I did know him, was well acquainted with him, I did not have any conversation with him in relation to that estate, but he did with me. When I was a boy, I used to go up to his grist mill. He tended a grist mill. When I was there one time, he said something about the affairs of John Manton's settlement. I don't remember the first words he said about it exactly, but he said to me, says he, there's a good deal of property that belongs to you in John Manton's estate, that I was cheated out of, and had ought to had. That's about as far as I remember he said to me then. Being a boy, I did not question him about it.

2d Question. What offices did the said Hawkins officiate in?

Answer. He was a council-man, in the settlement of Greene and Waterman, an auctioneer.

3d Question. Did he ever talk with you at any other time about the matter?

Answer. No, sir. But that's what I heard him speak from his own lips. He was speaking to others, giving a deposition at one time. He said he was a Councilman. So I thought by that that he knowed all about the business, that he would'nt have told me, that I was cheated out of my rights then, in John Manton's estate. That's about all I believe that he said to me that I can remember to state.

4th Question. Did he act as auctioneer when Josiah King sold to Joshua Greene and Ben. Waterman parts of said estate at auction?

Answer. Yes, sir, he said he did, that's what I heard him say.

5th Question. Was there anything said by him about an Agree-

ment between said Waterman and Pearce, as to bidding for said lots, at the time of the auction?

Answer. Well, he said something about it, but I can't recollect exactly the words. I heard it from others repeated that it was so.

BENJAMIN THORNTON.

Witness fees—1 day,	1,25
Travel—1 mile,	10
	$1,35

Sworn to and subscribed before me, this eleventh day of February, 1853.

JOSEPH S. PITMAN, *Commissioner.*

Com. fees—70 fol.	14,00
2 oaths,	20
7 miles travel,	70
2d day—7 miles travel,	70
Certificate to paper annexed,	15
	$15,75

[For plat see original, page 134.]

Deposition of William Thornton.

I, William Thornton, of the town of Johnston, in the District of Rhode Island, being duly sworn, depose and say:—

1st Question—by D. Randall, Esq., for the Complainants.

What is your age?

Answer. Eighty years.

2d Question. Have you always resided in Johnston, and in the neighborhood of the late John Manton?

Answer. All but one year.

3d Question. Whose son are you?

Answer Stephen Thornton's son.

4th Question. What was the name of your mother?

Answer. Lydia Waterman.

5th Question. Have you now any interest directly or remotely in and to the estate of said John Manton, or any interest in any way, in the suit, Elizabeth Moore vs. Benjamin W. Hawkins and Ray Greene, now pending in the Circuit Court for this District?

Answer. None at all, no interest in it.

6th Question. Do you know Elizabeth Moore?

Answer. I never see her but once, that is all I was ever acquainted with her, had but few words with her.

7th Question. Whose daughter is the said Elizabeth?

Answer. Daniel Carpenter's.

41st Question. What was then done with it?

Answer. I understood that Greene petitioned to the Court, and sot it aside for a new hearing.

42d Question. Was there a new hearing to said case?

Answer. Yes, sir.

43d Question. How was that decided?

Answer. That was decided against me.

44th Question. Did you then give up said case?

Answer. Yes. I give it up. I thought I warn't able to carry it on.

45th Question. Did you know Josiah King, the Administrator?

Answer. Yes, sir.

46th Question. Did you ever hear him say anything about the inventory of said Manton?

Objected to by the Respondents' Counsel.

Answer. He come there to my father's and mentioned about the inventory, and said it would about pay the debts and a little more: he didn't know but it would.

47th Question. About what time was this said?

Answer. When I first brought my action, then he sot down and said my grandfather gave it up to his grand-children, to not to go to law with them about it. It belonged to them and they ought to have it. Them's the words he said in my hearing. He said he told my grand-father not to go to law with his grand-children.

48th Question. Was said Josiah King uneasy about your suit, and did he try to get it settled and to prevent a trial?

Answer. Yes, sir.

49th Question. Do you know whether said King ever said to any person that he was the mere instrument of Waterman, Greene and Pearce?

Answer. I understand Squire Paine met him somewhere and talked with him about it, and said he told him he was nothing but a mere tool for them, and when they told him to cut, he cut. That's what Paine told me.

50th Question. When did said Paine inform you of this?

Answer. When I first went to law about the property; not but a few days afterwards.

51st Question. When you brought your suit, did you know anything about the lands in Glocester at Absaloni?

Answer. No sir, I did not know anything about it.

52d Question. When did you first learn anything about said lands?

Answer. This last discovery they made searching the records, I did not know anything about the lands, when I brought my action.

53d Question. Was this discovery made after Elizabeth Moore was down?

Answer. Yes, it was made after she was down.

54th Question. Had you always supposed before that, that all the estate of John Manton, lay in the town of Johnston?

Answer. Yes, sir.

55th Question. Had Benjamin Waterman a second wife?

Answer. Yes.

56th Question. Had he children by her?

Answer. He had two.

57th Question. Can you name them?

Answer. Arthur and Polly, so called.

58th Question. Was said Waterman's estate divided after his decease?

Answer. Yes, sir.

59th Question. Was any part set off to Arthur and Polly?

Ans. Yes, they sot off such a part to them.

60th Question. Did the heirs of Betty Carpenter, and Lydia Thornton, object to the division of said estate to said Arthur and Polly?

Ans. I was never notified to appear when they settled the business, they did it to suit themselves. They was not here, none of them. No, there was no objection made because they were not notified. I know I was not notified to appear to see the settlement, nor Carpenter's heirs were not.

61st Question. Did you sanction, or ever agree to the division of said estate?

Ans. No.

62d Question. For what reason?

Ans. Because it was not Ben Waterman's estate.

63d Question. Did Arthur Waterman sell the part set off to him?

Ans. Yes, he did.

64th Question. To whom?

Ans. William B. King.

65th Question. Who is now in possession of any part of said part sold to said King?

Ans. Hawkins.

66th Question. What Hawkins do you mean?

Ans. Ben Hawkins, I understood it.

67th Question. Do you know if any suit has been brought by any of the heirs, for any part of said Manton's estate since your suit against said Waterman?

Ans. Christopher Wilkinson and wife brought a suit.

68th Question. Has the estate of said Manton always been the subject of dispute and litigation since your suit?

Ans. Yes sir. It always has.

69th Question. Have the heirs of Lydia Thornton and Betty Carpenter, always kept up their claims and demands for it, upon all persons in possession of any part ever since?

Ans. Yes.

70th Question. Have any twenty years elapsed during which

either the said Waterman, Greene and Pearce, while living, or any of their heirs or assigns have held the same quietly, peaceably and uninterruptedly, and free from the demands of said heirs to the present day?

Ans. There have not been peaceably. There has always been dispute about it.

71st Question. Do you know whether said Greene or Waterman ever attempted the destruction of said John Manton?

Ans. The Greenes, they said, attempted to destroy him. They said they dug a pit in his path. That's what Mr. Harris told more than fifty years ago. He said he had a path where he used to walk backwards and forwards and they dug a pit there on purpose to pitch him into it and kill him. I heard him say so.

72d Question. Did you ever see a deposition of any person respecting said Greene's attempt to take the life of said Manton?

Ans. I did.

73d Question. Whose deposition was that?

Ans. It was Prince Lewis' Deposition.

74th Question. Do you know what has become of that deposition?

Ans. Nicholas Smith left it in one of the Clerk's offices, or gave it to one of the Attorneys, he had it. I have heard it read and seen it, I do not know, I never had it, he had it, Nicholas Smith.

75th Question. What were the contents of that deposition?

Objected to by the Respondents' Counsel.

Ans. Why, he offered Prince money to kill him, to hire him, he offered him money to kill the old man, I never knew how much.

76th Question. What was said to be the object of that offer?

Ans. To get the property in his own hands—Joshua Greene's.

77th Question. Do you mean in your answer to question 19, that Elizabeth was under age when she signed the deed referred to, or that she was under age when you heard her say so?

Ans. She said she was under age when she signed the deed.

78th Question. In your answer to question 41, which do you mean petitioned to the Court for a new hearing? Joshua Greene or Benjamin Waterman?

Ans. Benjamin Waterman I meant.

CROSS EXAMINATION.

79th Question—by C. F. Tillinghast, Esq., for the Respondents. How do you know that Elizabeth Moore is the daughter of Daniel Carpenter?

Ans. It was always said she was Daniel Carpenter's daughter, I have ever heard my mother say so.

80th Question. At what time did you hear your mother say so?

Answer. When she was living, that was a good many years ago.

81st Question. Can you not tell the year?

Answer. No, sir, I can't.

82d Question. About how old were you when she told you so?

Answer. I can't recollect that, I kept no journal of them times.

83d Question. By whom were you told that Elizabeth Carpenter married Moore?

Answer. By her.

84th Question. Do you know anything in relation to Elizabeth Moore, or her husband, or their residence, except from what she has told you?

Answer. No, I don't know anything more than what she told me.

85th Question. In your answer to the 68th Question, you say that the estate of John Manton has always been the subject of litigation and dispute; please state particularly all you know of your own knowledge about those disputes and litigations?

Answer. I do: Yes, I do know about that, it always has been, I have said it all that I knew. That is all I know about it,—if you want to know any more, you must go somewhere else.

86th Question. In your answer to the 69th Question, you state that the heirs of Lydia Thornton and Betty Carpenter always kept up their claims and demands upon all persons in possession of any part of the estate of John Manton, please state particularly what claims or demands have been made within your own knowledge, of any persons?

Answer. Hezekiah Carpenter, he was one of the heirs.—That's all the answer there is to that, that I can give.

87th Question. Of whom did Hezekiah Carpenter make any claim or demand?

Answer. Of Benjamin Waterman.

88th Question. At what time was that?

Answer. I can't recollect justly, how long ago it is.

89th Question. Where was it, that this claim was made?

Answer. Down here where my brother lives, adjoining, South of him.

90th Question. Was that demand within fifty years?

Answer. Yes, sir.

DIRECT EXAMINATION RESUMED.

91st Question. Did you fully understand the question 86th put to you on your cross-examination?

Answer. I did not understand it.

92d Question. What did you mean in your answer that Hezekiah Carpenter was one of the heirs, that kept up the claims on said Manton's estate?

Answer. What did I mean? Why he said, he had a right in the estate.

93d Question. Did you mean that said Hezekiah was one of the heirs of Lydia and Betty Carpenter or not?

Answer. One of the heirs of Betty Carpenter, Daniel Carpenter's son.

94th Question. Did not the heirs of Lydia Thornton make their claims as well as said Hezekiah?

Answer. Yes, sir.

CROSS-EXAMINATION RESUMED.

95th Question. Please state particularly what claims or demands have been made by the heirs of Lydia Thornton, or any or either of them, of any person or persons within your own knowledge?

Answer. Their claims on John Manton's estate, that's all the claims they made, on his estate. I can't think anything now at present, sometimes I can remember, at other times I can't keep the run of nothing.

WILLIAM THORNTON.

Witness fees,
2 days, 2,50
1 mile, ,10
$2,60

Sworn to and subscribed, before me, this eleventh day of February A. D. 1853.

JOSEPH S. PITMAN, COMMISSIONER.

Comm. fees,
27 folios 5,40
Oath, ,10
7 miles travel, ,70
$6,20

Deposition of Christopher Wilkinson.

I, Christopher Wilkinson, of the town of Smithfield, in the District of Rhode Island, being again on the eleventh of February, A. D. 1853, duly sworn, depose and say:

[The Respondents' Counsel, C. F. Tillinghast, Esq., desired the Commissioner to note that the Deposition of the present witness had been heretofore taken, to be used in the same case, and that he objects to any further examination upon any points relative to which he was examined in his former Deposition. The Complainant's Counsel, D. Randall, Esq., desired the Commissioner to note, that the former Deposition of this witness was taken *in extremis*, when the witness was apparently sinking under disease, and that having recovered, this Deposition is retaken.

1*st Question by D. Randall, Esq., for the Complainants:*

What is your age?

Answer. Eighty-three last July, thirteenth day.

2d Question. Where have you resided, and where do you now reside?

Answer. I have resided the biggest part of the time, in Smithfield, where I be now.

3d Question. Whose daughter was your wife?

Answer. Stephen Thornton's.

4th Question. Have you any interest in and to the estate of John Manton, or are you directly, or remotely interested in any manner in the Bill of Complaint,—Elizabeth Moore vs. Benjamin W. Hawkins and Ray Greene, in the Circuit Court of the United States for the Rhode Island District?

Answer. No, I have no interest in any way in it, no shape or manner that I know of.

5th Question. Have you always been acquainted with the homestead farm, in Johnston, of the late John Manton?

Answer. I have been acquainted with it fifty or sixty year.

6th Question. Do you know how his estate was divided?

The Respondents' Counsel requests that the witness may be directed to answer from his own knowledge only, and objects to all hearsay testimony in this, or all future questions.

Answer. Nothing about it.

7th Question. Have you ever been informed how said estate was divided?

Answer. I have heard something said about it, how it was divided.

8th Question. How was it divided, as you have been informed?

Answer. All that I know about how it was divided was, that, old Rufus Hawkins was vendue master at that time, he told how it was divided. He said Greene and Waterman divided the estate, the homestead farm he called it, between them, that they agreed how to divide it, and that they bid upon it and no one else bid upon it at that time. I forget about whether there was any body else there to bid upon it; but nobody else bid upon it, he said. Each one bid upon his own part, which one they were going to have.

9th Question. What was said about the division of said estate between them?

Answer. I don't know what Greene and Waterman said about it.

10th Question. What was said about it by the old people?

Answer. Well, all that I ever heard said about it was, that it was a cheat among them.

11th Question. Do you know or have you ever been informed, whether or no said Manton left a will?

Answer. I have understood that he left a will, but it was destroyed, I understood.

11th Question. To whom was it said he had given his estate in said will?

Answer. I never did understand who; I don't know who: I understood the Greenes had the estate. I understood that Greene was to have the estate in the will, or was to have a deed on't, one or t'other.

15th Question. Who was Adminisirator in said estate?

Answer. Josiah King, I think, was Administrator.

14th Question. Did you ever bring a suit or suits in the right of your wife, against any one, for the recovery of any part of said estate?

Answer. Yes.

15th Question. Against whom did you bring that suit?

Answer. I brought two suits—one against Bill King, and t'other against Jabe Olney.

16th Question. What became of the suit against said King?

Answer. I went through the Courts with it; I went through the inferior Court, and he appealed it up to the superior Court. He appealed to the Court for a new hearing, without any new evidence and they granted it to him. Then he, King, went before the Court and got them to try it on a question of law. Then they concluded, on a motion made, to leave it to men. We appointed the men; we picked the men out,—Moses Brown, Joseph Randall, and Gov. James Fenner; come to get together, the arbitrators found that when Mr. Thornton tried this case, a good many years before, Jo Randall was one of the Jurors and sot upon it and give it in his favor, and broke it up the same way they did me, this time, money, I suppose. Randall's being on there couldn't set in the case, and King made a proposal that if I would submit to Judgment, he would pay costs. I told him I shouldn't do that. My Attorneys spoke and said, they would not submit judgment, but would withdraw the action, as that would not prevent us beginning again. I knew they would beat us before them judges; they were put in on purpose to beat us. I concluded to withdraw the action, and he concluded to pay the costs.

17th Question. What became of the Olney case?

Answer. That was left to men and they sat upon it. We appointed abitrators—Elisha Mathewson, Jerry Knight and Ezekiel Whipple. They sat upon it and give the case agin me. I appointed Elisha Mathewson because he had been telling me a little while before I'd certain get my case. After the case was tried I attacked Ezekiel Whipple, because he had always been telling me I'd get my case, and he said he signed though he was loth to sign it, but Elisha Mathewson told him if he didn't sign it I'd be dogging on 'em round, though it would make no difference, as a majority of them had signed it. That's what Whipple telled me himself.

18th Question. Has said Manton's estate always been the subject of litigation and dispute since you knew it?

Answer. I think it has; I guess every body else thinks so that knows it.

19th Question. Have the heirs of Lydia Thornton kept up their claims for said Manton's estate ever since your suits against said King and Olney?

Answer. They han't brought no action since, I believe. I don't know what they have done other ways. I haven't had anything to do with it.

CHRISTOPHER WILKINSON.

Witness fees,
1 day, $1,25.

Sworn to and subscribed before me, this eleventh day of February, A. D. 1853.

JOSEPH S. PITMAN,
Commissioner.

Commissioner's Fees,
$2,20 11 Fol.
10 Oath.
80 Travel, 8 miles.

$3,10

Deposition of Ziba Olney.

I, Ziba Olney, of the town of Glocester, in the District of Rhode Island, being duly sworn on oath, depose and say:

1*st Question by D. Randall, Esq., for the Complainants.*

What is your age?

Answer. Seventy last January, second day.

2d Question. Where do you reside and where have you always resided?

Answer. Here in this house, in Glocester, all except about one year, when I lived in Smithfield.

3d Question. Is there a place in Glocester called Absoloni?

Answer. Yes.

4th Question. Was you acquainted with Joshua Greene, late of Johnston, deceased?

Answer. No. I never see him as I know of.

5th Question. Did you ever know that Joshua Greene owned or pretended to own, any land in Glocester, at a place called Absaloni?

Answer. Nothing only by hearsay.

6th Question. Of whom did he acquire the lands in Glocester, as you know or have been informed?

Answer. I understood it to come by John Manton, but I couldn't swear to it.

The Respondents' Counsel here makes his standing objection to any questions calling for hearsay testimony.

7th Question. Did said Manton own a large tract at Absaloni, as you know or have been informed?

Answer. Well, I understood so. I heard so.

8th Question. How did Joshua Greene acquire the land he pretended to own, as you know or have been informed? Please state all your information in relation to this matter fully.

Answer. Well, I can't tell anything more than from hearsay—what I understood from other people, I understood that it came by way of John Manton; this land did, how or in what manner I can't tell, it is a great many years ago. I have no other information that I know of. I can say no more than what you have in the deeds;—they deeded it back from one to the other, back and forth, that's all I know about it. I had my information from Thomas Burlingame, the old gentleman used to say that it was the Manton land that came to Joshua Greene.

9th Question. Did Thomas Burlingame purchase of said Greene, any of said land?

Answer. I understood him so, that he did.

10th question. What was said about the deed from John Manton to Joshua Greene?

Answer. I can't tell you, I don't recollect anything about that.

11th Question. Was it not said that the deed, from said Manton to said Greene was a lease instead of a deed?

Objected to by the Respondents' Counsel as leading question.

Answer. I can't tell, that was a great while ago, the deeds must show for themselves better than I can recollect.

12th Question. Did you ever hear anything said in relation to the said deed, and if so who have you heard say anything about it?

Answer. I have heard there was a difficulty about the first deed and then it was deeded back to him, but what the difficulty was, I know not, I have heard Wm. Greene, he told me about it.

13th Question. What did Wm. Greene tell you, as you recollect?

Answer. Well I don't know as he told me what the difficulty was. If he did I can't recollect. He said there was a difficulty and that it was deeded back to John Manton. This was at the time that Sam. Green and John Greene had their law suit, that he told me about this. It was deeded back all but about 200 acres, the north side of Absaloni Miscock Hill, I think he said.

14th Question. Did you ever understand that John Manton complained of Joshua Greene, that he had got a clear deed of his land instead of what he supposed to be a lease, and if so, what was the common talk about it by the old people with whom you conversed?

Answer. I can't say as to that. I can't say that I ever heard anything particular said about it. I could'nt swear to it, it is so long ago.

15th Question. Did you understand the deed of two hundred acres

spoken of above was given by said Manton to obtain from said Greene, a release of his other lands contained in the deed from said Manton to said Greene. Please state your knowledge and information in relation to this matter?

Answer. I don't know as I can state anything about it.—I can't tell as I stated before, why it was given back.

16th Question. Did you ever hear any person or persons speak of the subject, and if so who, and what did they say about it?

Answer. Well I can't tell who, and what they said. There was likely to be a good deal said about it. I can't tell who they be, nor what they said. I can't tell.

17th Question. Does your farm include any part of the two hundred acres given by John Manton to Joshua Greene?

Answer. Well, I can't tell as to a certainty as to that.—The deed that my father had, he had a deed of eighty acres of Uriah Hawkins and whether Uriah Hawkins had it of Joshua Greene. I think he did. I think Uriah had it of Joshua Greene. I can't tell no more than what the deed says. It said to the northerly side of Miscock Hill, and this is the north part of Miscock Hill, clear off from the Hill. They said Thomas Burlingame and Stukely Burlingame had fifty acres apiece, or a hundred acres which they divided between them. It was said that the twenty acres belonging to the David Arnold farm, to the eighty acres to my father, together with the Burlingame property, made up the two hundred acres.—I suppose I could find the Burlingame deed if it would be of any use to you. I own the same farm my father owned.

18th Question. Have you or not been informed, if so, by whom, that John Greene sold certain portions of said land, while he held the deed from John Manton, and before he deeded back to him?

Answer. I shouldn't like to say because there are records to show. If the deeds from John Manton to these persons were given between the time of the deed of John Manton to him, and the time of his deed back to John Manton, they will show better than I can. It was a report round that the land was sold between these times, but I can't tell who told me,—If it was so, the deeds will show, and I don't want to run agin the deeds.

19th Question. Was it or not, spoken of by aged people that said Manton gave the two hundred acres to said Greene, to get him to give up the first deed. I wish to know what you have been informed about that matter.

Answer. Well, I can't say as to that. I can't swear to that. I have no recollection particular about that.

20th Question. Have you purchased any of the lands that were contained in the division of Samuel Greene's Estate in Gloucester, and if so by whom and how much?

Answer. I own some of the land that belonged to the Greenes, but whether it was in the division of Samuel Greene's Estate, I can't say. I had two spells of purchasing. I think the first lot I pur-

chased, it rather seems to me that it came off the John Greene farm, but I won't be sure. It was eighteen acres. Then I had another lot adjoining to it of Daniel Greene. Daniel Greene had his'n of William. I rather think William had his'n of his father, but I don't know. This last lot we didn't measure. It took in the saw mill and round. I think it took in fourteen or fifteen acres, I can't say exactly.

21st Question. Can you state anything further from your own knowledge or from information from others in relation to the matters herein before enquired of?

Answer. No.

22d Question. Was you ever informed by Thomas Burlingame or others, that John Manton was old or blind when he gave the deed to Joshua Greene?

Answer. Well, I can't say to that. Thomas Burlingame has been gone away from here fifty years or more. I have n't seen him for fifty years. There might have been such talk.

ZIBA OLNEY.

Witness fees, 1 day—$1,25.

Sworn and subscribed, before me, this fourteenth day of February A. D. 1853.

JOSEPH S. PITMAN, COMMISSIONER.

Comm. fees—14 fol.	2,80
Oaths,	10
15 miles travel,	1,50
	$4,40

Deposition of Elisha Day.

I, Elisha Day, of the town of Smithfield, in the District of Rhode Island, being duly sworn according to law, on oath depose and say:—

1st Question, by D. Randall, Esq., for the complainants. What is your age?

Answer. I am in my eighty-eighth year.

2d Question. Where have you always resided, and where do you now reside?

Answer. I was born in Johnston, I have resided the principal part of my days in Smithfield. I now reside in Smithfield.

2d Question. Did you ever know Benjamin Waterman, Joshua Greene and Ephraim Pearce, late of Johnston, deceased?

Answer. Yes, sir. I well remember them.

4th Question. Do you know, who were the wives of said Waterman, Greene, and Pearce? If so, who were they?

Answer. I never saw but one of them to my remembrance, that was Pearce's wife. I well remember her, the rest of them I had no acquaintance with. I understood Pearce's wife was John Manton's

daughter. I understood Waterman's first wife was a Manton, I understood Greene's wife was a Manton, I understood they were John Manton's daughters.

5th Question. Do you recollect John Manton?

Answer. I do not.

6th Question. Do you know or have you ever been informed whether John Manton left a large real estate in the towns of Johnston and Glocester?

Answer. That's all by hearsay. I heard Col. Manton say that John Manton owned large real estates in Johnston and in Glocester. I know they said he had large estates in Johnston and in Glocester.

7th Question. Do you know or have you ever been informed whether John Manton left a will or no?

Answer. I did not.

8th Question. Do you know or have you ever been informed by any person or persons, how the estates of the said Manton were divided, and if so, who took possession of them?

The Counsel for the Respondents, C. F. Tillinghast, Esq., here objected to any hearsay testimony, and made the objection general.

Answer. I understood Eph. Pearce, Joshua Greene and Benjamin Waterman had possession of it. I do not know how they divided it. All I understood in the time of it, was, that there was a difficulty in the settlement of the estate. Daniel Manton told me.

9th Question. Will you state what Daniel Manton did tell you about the division and settlement of said estate, as fully as you can recollect?

Answer. I will as nigh as I can recollect. He told me that in the course of their settlement that he thought it wasn't rightly managed, that he thought there was some defraud in it, for his part he could not tell where. There was a couple of daughters belonged to Benjamin Waterman, that he thought as much of as he did about any part of it. That in his opinion, he said there was something they ought to have more than what they had. That's pretty much the length of it that I can remember.

10th Question. How long ago was it when Daniel Manton told you about it, and on what occasion did he tell you?

Answer. I cannot tell how long ago it was exactly, but if I should look at my book to see how long ago it was that I built young Daniel Manton's house, I could tell pretty nearly, but I should think nearly sixty years. He told me this on account of the division of the land in Glocester and other places. He thought there was some wrong management about it somewhere—he could not tell where, but that it was badly managed. It was a general talk of it among the people that there was a deception in settling the business. That is the end of it, what I know.

11th Question. Did or did not the said Daniel, tell you also, that the said Waterman, Greene and Pearce, had tried to get possession

of said Manton's estate before his death, and if so, what did he say about that estate and his own, as you recollect?

Answer. I do not recollect about that nothing in particular, but I recollect that he said that when he, old Colonel Daniel Manton was sick, they said they now expected they would have another windfall. I suppose he had reference to his estate which would fall into their hands, but says he, "Thanks be to God I am alive yet."

12th Question. Were the said Waterman, Greene, and Pearce generally very hardly censured in obtaining possession of said Manton's estate?

Answer. I understood they was.

13th Question. Was this the common report among the aged people whom you heard converse about it?

Answer. It was so, frequently.

14th Question. Did you know the daughters of Benjamin Waterman referred to in the former part of your deposition?

Answer. I did not.

15th Question. From the representations concerning said estate, did you understand that the daughters of Benjamin Waterman were the persons who were defrauded in the settlement and possession of said estates by said Waterman, Greene and Pearce?

Answer. I did.

16th Question. Have not the estates of the said Manton, which came to the possession of said Pearce, Greene and Waterman, always been in dispute and litigation ever since you knew any thing about these estates?

Answer. Yes, I think it has.

17th Question. Who claimed said estates, as heirs, as you know or have been informed?

Answer. I understood the Thorntons, and Smiths and Wilkinsons.

CROSS EXAMINATION.

18th Question—by C. F. Tillinghast, Esq. for the Respondents. Who was the Daniel Manton referred to in your deposition?

Answer. Daniel Manton, old Col. Manton, down here, Edward Manton I guess was his father I don't know. I can't tell about that so far back. I don't recollect Daniel's father, but I believe his name was Edward. Daniel Manton had a son Edward.

19th Question. What relation was he to John Manton referred to in this deposition?

Answer. Why, I don't recollect certain, but I understood that Col. Daniel Manton's father was brother to John Manton, but I do not know about it. There was a Shadrach among those ancient Mantons, but I do not know how near connected they were. It seems to me that Shadrach, Edward and John were brothers, but I don't know certain, I mean Edward the older.

DIRECT EXAMINATION RESUMED.

20th Question. In your answer to the 11th Question, you say "they said they now expected," whom did you mean by "they said?"

Answer. Eph. Pearce, and Joshua Greene and Ben. Waterman.

ELIJAH DAY.

Witness fees,
1 day—$1,25.

Sworn to and subscribed before me this twenty-fifth day of February A. D. 1853.

JOSEPH S. PITMAN, *Commissioner.*

Comm. fees—11 fol.	2,20
Oath,	,10
12 miles travel,	1,20
	$3,50

Deposition of Gorton W. Arnold.

I, Gorton W. Arnold, of the town of Hopkinton, in the District of Rhode Island, being duly sworn according to law, on oath, depose and say:

1st Question—by D. Randall, Esq., for the Complainants—

Do you know Elizabeth Moore, of Genoa, in the State of New York?

Answer. In 1845, Elizabeth Moore, as she represented herself to me to be and as others who did know her called her, called at my house and I made an acquaintance with her then.

2d Question. Was you ever employed to aid her in the recovery of property claimed by her?

Answer. Yes sir, while being at my house, as I said, she went on and represented to me that her grandfather and great grandfather died in the town of Johnston, (the Counsel for the Respondents objected to any hearsay testimony,) leaving large amounts of property, which she was heir to, and she wished to get somebody to assist her in obtaining this property. After consultation upon it with her, I agreed to assist her with it as far as I could, and likewise took a power of attorney to act for her.

3d Question. Is the paper marked A, the power she then gave you, and will you annex it to your deposition?

Answer. Yes, it is the power she gave me and I am willing it should be annexed.

of said Manton's estate before his death, and if so, what did he say about that estate and his own, as you recollect?

Answer. I do not recollect about that nothing in particular, but I recollect that he said that when he, old Colonel Daniel Manton was sick, they said they now expected they would have another windfall. I suppose he had reference to his estate which would fall into their hands, but says he, "Thanks be to God I am alive yet."

12th Question. Were the said Waterman, Greene, and Pearce generally very hardly censured in obtaining possession of said Manton's estate?

Answer. I understood they was.

13th Question. Was this the common report among the aged people whom you heard converse about it?

Answer. It was so, frequently.

14th Question. Did you know the daughters of Benjamin Waterman referred to in the former part of your deposition?

Answer. I did not.

15th Question. From the representations concerning said estate, did you understand that the daughters of Benjamin Waterman were the persons who were defrauded in the settlement and possession of said estates by said Waterman, Greene and Pearce?

Answer. I did.

16th Question. Have not the estates of the said Manton, which came to the possession of said Pearce, Greene and Waterman, always been in dispute and litigation ever since you knew any thing about these estates?

Answer. Yes, I think it has.

17th Question. Who claimed said estates, as heirs, as you know or have been informed?

Answer. I understood the Thorntons, and Smiths and Wilkinsons.

CROSS EXAMINATION.

18th Question—by C. F. Tillinghast, Esq. for the Respondents. Who was the Daniel Manton referred to in your deposition?

Answer. Daniel Manton, old Col. Manton, down here, Edward Manton I guess was his father I don't know. I can't tell about that so far back. I don't recollect Daniel's father, but I believe his name was Edward. Daniel Manton had a son Edward.

19th Question. What relation was he to John Manton referred to in this deposition?

Answer. Why, I don't recollect certain, but I understood that Col. Daniel Manton's father was brother to John Manton, but I do not know about it. There was a Shadrach among those ancient Mantons, but I do not know how near connected they were. It seems to me that Shadrach, Edward and John were brothers, but I don't know certain, I mean Edward the older.

DIRECT EXAMINATION RESUMED.

20th Question. In your answer to the 11th Question, you say "they said they now expected," whom did you mean by "they said?"

Answer. Eph. Pearce, and Joshua Greene and Ben. Waterman.

ELIJAH DAY.

Witness fees,
1 day—$1,25.

Sworn to and subscribed before me this twenty-fifth day of February A. D. 1853.

JOSEPH S. PITMAN, *Commissioner.*

Comm. fees—11 fol.	2,20
Oath,	,10
12 miles travel,	1,20
	$3,50

Deposition of Gorton W. Arnold.

I, Gorton W. Arnold, of the town of Hopkinton, in the District of Rhode Island, being duly sworn according to law, on oath, depose and say:

1st Question—by D. Randall, Esq., for the Complainants—

Do you know Elizabeth Moore, of Genoa, in the State of New York?

Answer. In 1845, Elizabeth Moore, as she represented herself to me to be and as others who did know her called her, called at my house and I made an acquaintance with her then.

2d Question. Was you ever employed to aid her in the recovery of property claimed by her?

Answer. Yes sir, while being at my house, as I said, she went on and represented to me that her grandfather and great grandfather died in the town of Johnston, (the Counsel for the Respondents objected to any hearsay testimony,) leaving large amounts of property, which she was heir to, and she wished to get somebody to assist her in obtaining this property. After consultation upon it with her, I agreed to assist her with it as far as I could, and likewise took a power of attorney to act for her.

3d Question. Is the paper marked A, the power she then gave you, and will you annex it to your deposition?

Answer. Yes, it is the power she gave me and I am willing it should be annexed.

4th Question. Was Elizabeth Moore whose name is affixed to that power, the daughter of Daniel Carpenter, formerly of Hopkinton?

Answer. I know no more about that than what I have heard from her and others, but I always supposed though that she was.

5th Question. What did you do under said power. Please state fully and particularly?

Answer. Some little time after I received the power, I went to the Johnston records and examined them. I found the old records very imperfect and not much information to be got from them the first time I went. And sometime after that I went there again, and spent more time in overhauling the records and took some minutes from the records, and after the second time, I made arrangements to move into the State of New York and accordingly did move, and I therefore gave up the proceedings and went no further. Since then, I have come back and I have done nothing about it since. I suppose she has given a power to somebody else. I know nothing about it.

6th Question. Have you ever received any communication either from the said Elizabeth or from any other person in her behalf relative to her said estate, and if so, when, from whom, and to what effect?

Answer. I received a letter in 1846, I believe it was. It strikes me it was in 1846. I think it was in 1846 or 1847, from Mr. Underwood, asking information for Mrs. Moore's business, how far I had proceeded in it, as she felt very anxious to know the situation of it, and accordingly I answered her how far I had proceeded. I wrote that I had been and examined the records some, that was all.

7th Question. Have you ever seen said Elizabeth since?

Answer. I have not.

GORTON W. ARNOLD.

Witness fees,	
1 day,	$1,25
1 mile,	10
	$1,35

Sworn to and subscribed this second day of March, A. D., 1853, at Hopkinton. Before me,

JOSEPH S. PITMAN, *Commissioner.*

Commissioners' fees, 6 fol.,	1,20
Admin. Oath,	10
Certificate to paper annexed,	15
Travel—36 miles,	3,60
	$6,05

POWER OF ATTORNEY,

E. Moore to G. W. Arnold.

Know all men by these presents, that I, Elizabeth Moore, of the Town of Genoa, County of Cayuga, and State of New York, Widow, do hereby constitute and appoint Gorton W. Arnold, of Hopkinton, County of Washington, and State of Rhode-Island, to be my true and lawful Attorney for me and in my name, and to my use, to demand, recover and receive of and from all persons whomsoever, all sums of money, devises and bequests of any Lands, Tenements, or Hereditaments, which may have descended to me from my beloved Mother Elizabeth Carpenter, daughter of Benjamin Waterman, of Johnston, deceased, and all other things whatever: and wherever they shall or may be found due or belonging to me said Elizabeth Moore, nothing excepted or reserved, hereby giving and granting to my Attorney all my power in the premises, and to take and use all due means, process in Law for obtaining and recovering the same, and on Recoveries and Receipts thereof in my name, to make, Seal and Execute Deeds due acquittances and discharges, and for the premises to appear for me said Elizabeth Moore, to represent before all officers and ministers of the Law, and these in my behalf, to answer and to defend unto everything relating to the premises, with power to substitute one or more Attorneys under him said Gorton W. Arnold, and the same to revoke, and generally to do and transact all matters and things whatsoever relating to the premises, the same as I, the said Elizabeth Moore, ought and might personally. Ratifying all that my said Attorney or his substitute shall lawfully do in the premises by virtue of these presents.

In witness whereof I have hereunto set my hand and affixed my seal, this 12th day of November, 1845.

ELIZABETH MOORE, [L. S.]

Executed in the
presence of
NATHAN R. LEWIS,
FRANCIS B. ARNOLD.

Washington, sc. At Hopkinton, the day and date above written, Personally came Elizabeth Moore, signer and sealer of the above Power of Attorney, and acknowledged the same to be her free voluntary act and deed, hand and seal. Before me,

NATHAN R. LEWIS, *Justice Peace.*

Deposition of John Fenner.

I, John Fenner, of the town of Hopkinton, in the District of

Rhode Island, &c., being duly sworn according to law on oath depose and say,

1st Question—by D. Randall, Esq., for the Complainant—

What is your age and residence?

Answer. My age is seventy-five, I reside in Hopkinton.

2d Question. Did you ever know Daniel Carpenter and his first wife, formerly of Hopkinton, in the State of Rhode-Island?

Answer. Yes, I did know them, was well acquainted with him. I knowed his wife, she was my own cousin.

3d Question. Who was the first wife of said Daniel Carpenter?

Answer. Benjamin Waterman's daughter.

4th Question. What was her name?

Answer. Elizabeth.

5th Question. How many children had Daniel Carpenter, and his wife Elizabeth?

Answer. Four. The oldest was Hezekiah, Ann, Phoebe, Elizabeth, were their names.

6th Question. Are any of them living, and if so, which ones?

Answer. I do not know that there is any one living except Elizabeth.

7th Question. Where does Elizabeth reside now?

Answer. State of New York. I don't know that I shall be able to answer what part, she did live in the town of Locke, I expect she is there yet.

8th Question. By what name does Elizabeth go now?

Answer. Elizabeth Moore.

9th Question. Is her husband now living as you know?

Answer. No sir.

10th Question. When did you last see Elizabeth Moore?

Answer. About seven years ago.

11th Question. Where did you then see her?

Answer. I see her to my house.

12th Question. Did you recognise her, as the same reason who was Elizabeth Carpenter?

Answer. Yes sir.

13th Question. Can you tell about what time Daniel Carpenter removed from Hopkinton into the State of New York?

Answer. I don't think I can, it was a great many years ago.

14th Question. Did said Elizabeth remove with her said father, Daniel?

Answer. Yes sir.

15th Question. Has she resided out of the State of Rhode Island ever since?

Answer. Yes sir.

16th Question. Have you at any time given a certificate relative to the identity of Elizabeth Moore?

Answer. Yes sir.

17th Question. Is this paper marked A, by you signed, that certificate, and will you please to annex it to your deposition?

Answer. It is that paper, and I will annex it.

18th Question. In the annexed certificate you say that Elizabeth Moore is the daughter of the above-named Daniel Carpenter and grand-daughter of the above-named Benjamin Waterman. Do you mean by grand-daughter of the above-named Benjamin Waterman that Elizabeth Moore is the grand-daughter of Benjamin Waterman by his first or second wife?

Answer. First wife.

19th Question. Was Daniel Carpenter's first wife the daughter of Benjamin Waterman by his first or second wife?

Answer. First wife.

20th Question. Can you tell how old Elizabeth Moore was when her father removed to the State of New York?

Answer. I can't be positive about it, about her age. I think she was nine or ten years old.

21st Question. Do you know when Elizabeth was married to Moore?

Answer. I do not.

22d Question. Do you know when her husband died?

Answer. I do not.

23d Question. Is she now a widow?

Answer. I do not know, but I expect she is.

CROSS-EXAMINATION.

1st Question—by C. F. Tillinghast, Esq., for the Respondents:—Was Elizabeth Moore married more than once?

Answer. Not to my knowledge.

2d Question. Did you ever see her husband?

Answer. No sir. Not to my knowledge.

3d Question. How long has he been dead?

Answer. I do not know.

4th Question. How old was she at the time of her marriage?

Answer. I do not know that.

5th Question. How do you know that she ever was married?

Answer. Why she said she had been married.

JOHN FENNER.

Witness fees,—1 day $1,25.

Sworn to and subscribed this second day of March, A. D., 1853, at Hopkinton. Before me,

JOSEPH S. PITMAN, *Commissioner.*

Comm. fees,	
7 folios	1,40
Oath,	,10
Certificate to paper annexed,	,15
36 miles travel,	3,60
	$5,25

JOHN FENNER'S CERTIFICATE.

A.

Annexed to the deposition of J. Fenner, March 2d, 1853. Before and by me.

JOSEPH S. PITMAN, *Commissioner.*

I hereby Certify, that I have been formerly well acquainted with Daniel Carpenter, of Hopkinton, and with Elizabeth Carpenter his wife, and that the said Elizabeth was the daughter of Benjamin Waterman, of the town of Johnston and County of Providence, and that Elizabeth Moore, now a resident of the town of Genoa, County of Cayuga, and State of New York, is the daughter of the above named Daniel Carpenter and Grand-daughter of the above named Benjamin Waterman.

JOHN FENNER.

Washington sc. At Hopkinton, December 4th 1851.

Personally appeared the above named John Fenner, and made oath to the truth of the above declaration by him signed.

NATHAN K. LEWIS,
Justice Peace.

Deposition of Betsey Fenner.

I, Betsey Fenner, of the town of Hopkinton, in the District of Rhode Island, &c., being duly sworn according to law, on oath depose and say:—

1st Question—by D. Randall, Esq., for the Complainants—What is your age and residence?

Answer. Seventy-seven years last May. I reside here in Hopkinton.

2d Question. Was you well acquainted with Daniel Carpenter and his first wife, formerly of Hopkinton, in the State of Rhode-Island?

Answer. Yes sir, I was.

3d Question. Did you live in their immediate neighborhood?

Answer. Yes.

4th Question. Was you intimate with them?

Answer. I knew them well, both of them by sight, well.

5th Question. Who was the first wife of Daniel Carpenter?

Answer. Betsey Waterman.

6th Question. Whose daughter was Betsey Waterman?

Answer. I can't exactly tell. I've hearn them say she was Benjamin Waterman's daughter. I never see the gentleman.

7th Question. How many children had Daniel Carpenter and his first wife Betsey Waterman?

Answer. Three.

8th Question. Can you name them?

Answer. Hezekiah Carpenter the oldest, Phoebe Carpenter, and Betsey Carpenter. She was the youngest.

9th Question. Are these all that you recollect?

Answer. Yes sir.

10th Question. Are any of them now living, and if so, which ones?

Answer. I've hearn that they was all dead but one, that one is Betsey Moore.

11th Question. Where does Betsey Moore now reside?

Answer. I can't tell exactly tell you; in the country somewhere. I don't know exactly where she is now.

12th Question. In what State does she reside?

Answer. That I can't tell you, I don't know.

13th Question. Did Daniel Carpenter remove from the State of Rhode Island?

Answer. He did.

14th Question. Have you any means or dates by which you can ascertain how long ago he removed from Hopkinton?

Answer. I expect I can. It will be fifty-eight years since the sixteenth of July next.

15th Question. What circumstance or event enables you to fix the time as above stated? Please state fully.

Answer. I think I know the day. My son John was born that day and that is his age from that time up to now.

16th Question. How Old was Betsey Carpenter at the time of her father's removal from Hopkinton?

Answer. About, between nine and ten years old, as near as I can recollect.

17th Question. Has she always resided out of the State of Rhode-Island, since her father's removal?

Answer. Yes, sir.

18th Question. What name does she now bear?

Answer. I expect Betsey Moore.

19th Question. When did you last see her?

Answer. Seven years ago.

30th Question. Where?

Answer. Here in this house.

21st Question. Did you recognize her to be the same person that was Betsey Carpenter and daughter of Daniel and Betsey, his wife?

Answer. I knowed her by sight to be the same person.

22d Question. Did you at that time give a certificate relative to the identity of Elizabeth Moore as Betsey Carpenter?

Answer. Yes sir.

23d Question. Is the paper marked A. that certificate by you signed and engaged to, and will you annex it to your deposition?

Answer. I guess so. It is my hand writing, I am very sartin, and I will annex it.

24th Question. In the annexed certificate you say that Elizabeth Moore was the grand-daughter of Benjamin Waterman. Do you mean by grand-daughter that she was the grand-daughter of said Benjamin by his first or second wife?

Answer. Well, his first wife.

25th Question. In the annexed certificate you say that Betsey Carpenter was the daughter of Daniel Carpenter. Do you mean that said Betsey was the daughter of said Daniel by his first or second wife?

Answer. His first wife.

26th Question. Do you know when Betsey Carpenter was married to her husband Moore?

Answer. I did not know.

27th Question. When she was here was she a widow and did she go by the name of the Widow Moore?

Answer. Her husband was dead when she came down here. She was a widow when she was here. If her husband was dead she must be a widow—she went by that name.

28th Question. Was she present when you gave and signed the certificate alluded to, before Nathan K. Lewis, Justice of the Peace?

Answer. She was present.

29th Question. What was her business at that time?

Answer. I understood her business was to go down to Warwick or to Johnston to get something that was due to her there, by her discourse to me.

30th Question. Was that the reason she requested you to give said certificate?

Answer. Yes sir.

31st Question. Do you or do you not recollect of ever seeing Benjamin Waterman at Daniel Carpenter's in Hopkinton?

Answer. I never did see him.

32d Question. What was the name of Daniel Carpenter's father?

Answer. Hezekiah.

33d Question. Did you ever hear Hezekiah Carpenter say any thing concerning the estate or property claimed by Daniel's children in right of his first wife?

C. F. Tillinghast, Esq., Counsel for the Respondents objects.

Answer. I did so. He said there was property there in Johnston, belonging to them children, a vast deal of it, I think he said; that it belonged to them children; I asked him what was the reason that they didn't make calculation to get it. Well, his grandson went on, but I don't know as he got anything. I don't know it is any use to state any more. He signified to me that they ought to have that

property. I made answer to this, to him, I says to him, there's a great need of their having of it, and I should think that you (that is the old gentleman) would think, to see, to getting of it.

34th Question. What reply did he make to your question?

Answer. That there was no one, I think he said to go forward to get it.

35th Question. In your answer to the 33d Question you say his "grandson went on." Whom do you mean by grandson?

Answer. Hezekiah Carpenter, grandson to old Hezekiah Carpenter.

CROSS-EXAMINATION.

1st Question—by C. F. Tillinghast, Esq., for the Respondents.

Did you ever know where Elizabeth Moore lived after she left this State, with her father?

Answer. I expect I knew but I've forgotten about it.

2d Question. Do you know the contents of the certificate annexed by you to this deposition?

Answer. I don't know anything about it for I never knew. I just put my hand to it. I did not look over it.

3d Question. What time was the conversation mentioned in your answer to the 33d Question?

Answer. It was a great many years ago.

4th Question. Were Daniel Carpenter and his wife then living?

Answer. To be sure they was.

5th Question. Was the mother of Elizabeth Moore then living?

Answer. Not at all.

6th Question. Was that conversation had before Daniel Carpenter removed from this State?

Answer. Yes sir, some years before he removed from here.

7th Question. Did you ever see the husband of Elizabeth Moore?

Answer. Not at all. I never did.

8th Question. How long has he been dead?

Answer. That I don't know.

9th Question. How old was Elizabeth Moore at the time of her marriage?

Answer. That I don't know.

10th Question. Was she ever married more than once?

Answer. No sir.

11th Question. How do you know that she ever was married?

Answer. Well, I don't know, more than what she said.

12th Question. Do you know when the mother of Elizabeth Moore died? If so, please state.

Answer. I can't tell exactly. If I knew as near as to a year I would state it, but I don't know.

13th Question. About how long was it before Daniel Carpenter left this State?

Answer. About ten or eleven years before he left this State.

DIRECT EXAMINATION RESUMED.

36th Question. In your answer to the 2d Cross-Interrogatory, you say you don't know anything about it, for I never knew. Do you mean to say now that you did not read it, or have it read to you, at the time you signed it?

Answer. It was stated to me at that time that it was to certify that Betsey Waterman, was Daniel Carpenter's first wife. I don't recollect that there was any more said than that. There was not as I can recollect.

37th Question. Did the certificate explained to you as above contain a true statement as you then understood?

Answer. Yes, sir.

38th Question. Should you now like to hear the certificate read to you by the Commissioner?

Answer. You may if it is your wishes.

The Certificate was then read by the Commissioner to the Deponent.

39th Question. Are the contents and facts stated in said certificate as now read to you according to the truth as you now understand them?

Answer. Yes, sir.

40th Question. In answer to the 4th Cross-Interrogatory, you say "to be sure they was," which wife of said Carpenter, do you mean was then living, the first or second?

Answer. His second wife.

41st Question. If you had not known this certificate to have contained the truth at the time that you signed it, would you have been sworn to it or signed it?

Answer. I guess not—not at all.

BETSEY FENNER.

Witness fees—
1 day, $1,25

Sworn to and subscribed before me, this second day of March, A. D. 1853, at Hopkinton.

JOSEPH S. PITMAN,
Commissioner.

Comm. fees—16 fol.	3,20
oaths,	10
Certificate to paper annexed,	15
36 miles travel,	3,60
	$7,05

BETSEY FENNER'S CERTIFICATE.

A.

Annexed to the deposition of Betsey Fenner, March 2d, 1853, by and before me,

J. S. PITMAN,
Commissioner.

Hopkinton, Nov. 6th, 1845.

I hereby Certify, that I was formerly well acquainted with Daniel Carpenter and Elizabeth his wife, that I lived in the neighborhood with him, and saw him daily, and also with Elizabeth Carpenter his wife, and that she was the daughter of Benjamin Waterman, but know not particular place of residence, but think it either in Scituate or Johnston, and was well acquainted with Elizabeth Moore, Now resident of the Township of Genoa, Cayuga County, and State of New York, and that she was the daughter of the above named Daniel Carpenter, and grand-daughter of the above named Benjamin Waterman.

BETSEY FENNER.

Washington sc. At Hopkinton, Nov. 6th, 1845.

Personally came the above named Betsey Fenner, and made oath to the truth of the above declaration by her signed, and was by me reduced to writing in the presence of said Betsey Fenner and Elizabeth Moore.

Before me,

NATHAN K. LEWIS,
Justice Peace.

Deposition of Celesta Kimball.

I, Celesta Kimball, of the town of Cranston, in the District of Rhode Island, &c., being duly sworn according to law on oath, depose and say:

1st Question—by D. Randall, Esq., for the Complainants.

What is your age? In what town did you formerly reside, and where do you now reside?

Answer. Fifty-six years of age. I formerly resided in Johnston. I now reside in Cranston.

2d Question. Are you the daughter of Benjamin Kimball, Esq., late of Johnston, deceased?

Answer. Yes sir.

3d Question. Was you formerly acquainted with Stephen Thornton, late of Johnston, deceased?

Answer. Yes, very well acquainted with him.

4th Question. Was he in the habit of consulting with your father in relation to his affairs?

DIRECT EXAMINATION RESUMED.

36th Question. In your answer to the 2d Cross-Interrogatory, you say you don't know anything about it, for I never knew. Do you mean to say now that you did not read it, or have it read to you, at the time you signed it?

Answer. It was stated to me at that time that it was to certify that Betsey Waterman, was Daniel Carpenter's first wife. I don't recollect that there was any more said than that. There was not as I can recollect.

37th Question. Did the certificate explained to you as above contain a true statement as you then understood?

Answer. Yes, sir.

38th Question. Should you now like to hear the certificate read to you by the Commissioner?

Answer. You may if it is your wishes.

The Certificate was then read by the Commissioner to the Deponent.

39th Question. Are the contents and facts stated in said certificate as now read to you according to the truth as you now understand them?

Answer. Yes, sir.

40th Question. In answer to the 4th Cross-Interrogatory, you say "to be sure they was," which wife of said Carpenter, do you mean was then living, the first or second?

Answer. His second wife.

41st Question. If you had not known this certificate to have contained the truth at the time that you signed it, would you have been sworn to it or signed it?

Answer. I guess not—not at all.

BETSEY FENNER.

Witness fees—
1 day, $1,25

Sworn to and subscribed before me, this second day of March, A. D. 1853, at Hopkinton.

JOSEPH S. PITMAN,
Commissioner.

Comm. fees—16 fol.	3,20
oaths,	10
Certificate to paper annexed,	15
36 miles travel,	3,60
	$7,05

BETSEY FENNER'S CERTIFICATE.

A.

Annexed to the deposition of Betsey Fenner, March 2d, 1853, by and before me,

J. S. PITMAN,
Commissioner.

Hopkinton, Nov. 6th, 1845.

I hereby Certify, that I was formerly well acquainted with Daniel Carpenter and Elizabeth his wife, that I lived in the neighborhood with him, and saw him daily, and also with Elizabeth Carpenter his wife, and that she was the daughter of Benjamin Waterman, but know not particular place of residence, but think it either in Scituate or Johnston, and was well acquainted with Elizabeth Moore, Now resident of the Township of Genoa, Cayuga County, and State of New York, and that she was the daughter of the above named Daniel Carpenter, and grand-daughter of the above named Benjamin Waterman.

BETSEY FENNER.

Washington sc. At Hopkinton, Nov. 6th, 1845.

Personally came the above named Betsey Fenner, and made oath to the truth of the above declaration by her signed, and was by me reduced to writing in the presence of said Betsey Fenner and Elizabeth Moore.

Before me,

NATHAN K. LEWIS,
Justice Peace.

Deposition of Celesta Kimball.

I, Celesta Kimball, of the town of Cranston, in the District of Rhode Island, &c., being duly sworn according to law on oath, depose and say:

1st Question—by D. Randall, Esq., for the Complainants.

What is your age? In what town did you formerly reside, and where do you now reside?

Answer. Fifty-six years of age. I formerly resided in Johnston. I now reside in Cranston.

2d Question. Are you the daughter of Benjamin Kimball, Esq., late of Johnston, deceased?

Answer. Yes sir.

3d Question. Was you formerly acquainted with Stephen Thornton, late of Johnston, deceased?

Answer. Yes, very well acquainted with him.

4th Question. Was he in the habit of consulting with your father in relation to his affairs?

Answer. Yes sir, he was often consulting with my father respecting them.

5th Question. Do you know whether the said Stephen ever consulted your father about his claims to the real estates of the late John Manton, and if so, did he do so frequently?

Answer. Yes sir, a number of times, from year to year.

6th Question. Do you recollect what was the nature of his claims upon said estates, and if so, please state fully what they were?

Answer. He claimed that the property belonged to his wife, given to her by will, and that by some means of the Town Council at that time, his wife was defrauded from her right. As near as I can recollect.

The Counsel for the Respondents objects to any hearsay evidence, a general objection, and by consent, applying to all that precedes.

7th Question. Were these consultations had, preparatory to Thornton's bringing a suit to recover the property claimed by him and his heirs?

Answer. Those consultations were in regard to his bringing an action, but I don't know that he did bring one. He wanted to bring one. My father was employed as Counsel to search the records and see what those claims were.

8th Question. What advice did your father give said Thornton in relation to his said claims. Please state as fully as you can recollect?

Answer. He advised him to bring an action to recover his property. He thought it was a clear case, and there was no doubt he could recover his right, as near as I can recollect.

9th Question. What reason, if any, was given why he had not before brought a suit for the recovery thereof?

Answer. The reason that he rendered was that he was poor and didn't have money to carry on a law suit with.

10th Question. Did your father advise him how to bring his suit?

Answer. He advised him to make a bargain with some lawyer, that if he got nothing he was to have nothing, but that if he gained the case he was to be well paid for it. He thought most any lawyer would be glad to take it up on that ground because it was a clear case as he thought.

11th Question. How long before your father's death were these consultations had and advice given?

Answer. They commenced several years before his death and continued from time to time. I could not state the last time he consulted him, or that I remember of his consulting him. I could not state particularly.

12th Question. Did these consultations continue nearly up to the time of your father's death?

Answer. I should think they did. I could not state positively how long before his death.

13th Question. In what year did your father die?

Answer. 1835.

14th Question. Do you know or have you any means of knowing when Stephen Thornton died?

Answer. He died in 1836, if I recollect right.

15th Question. Have you ever heard others beside your father and said Thornton talk about the Manton estates, and if so, who have you heard talk about them, and what was their general expression concerning said estates, state fully.

Answer. I have heard my father converse about it with William Waterman, Stephen Waterman and others, William Thornton. It was the general talk in the neighborhood. I can't recollect all the names. Their general expression was that the lawful heirs were cheated out of their property, and that there ought to be some means brought to recover it for them. That is about as much as I could say about that.

16th Question. Who did you understand had cheated and defrauded the heirs out of their inheritance?

Answer. I understood it to be said one Joshua Greene, and the gentlemen of the Council. I do not remember their names. Greene's name I remember.

17th Question. Was your father for a long time a member of the Town Council of Johnston, and otherwise engaged in public business?

Answer. He was a member of the Town Council a number of years, he was a Justice of the Peace a number of years. He attended to public business most of his time.

18th Question.—Have you ever heard him express an opinion on the matter, of his own knowledge, if so, what was it?

Answer. I have heard him say that he was convinced by his own knowledge that the lawful heirs were cheated out of the property and that they could get it if they brought a suit.

CELESTA KIMBALL.

Witness fees—

1,50—1 day's attendance.

Sworn to and subscribed before me, this nineteenth day of March, A. D. 1853.

JOSEPH S. PITMAN,
Commissioner.

Commissioner's fees,	
9 Folios,	1,80
Oath,	,10
2 miles,	,20
	$2,10

In Chancery.

Deposition of Thaddeus Spencer.

The deposition of Thaddeus Spencer, Esquire, of the town of Genoa, county of Cayuga, and State of New York, taken pursuant to the annexed Commission, in a certain cause now pending in Equity, and at issue in the Circuit Court of the United States within and for the District of Rhode Island, wherein Elizabeth Moore, of Genoa, County and State aforesaid, widow of Heman Moore, late of said Genoa, deceased, is Complainant: and Benjamin W. Hawkins and Ray Greene, of Johnston, in the said District of Rhode Island are Defendants—on the part of the Complainant upon interrogatories by agreement of parties.

Question by Dexter Randall, Esq.,

Counsel for Complainant.

1st. What is your age, your occupation, and your place of residence?

Answer. I am seventy-eight years of age, I am a farmer, and reside in the town of Genoa, in Cayuga county, and State of New York.

Question by the same.

2nd. Were you well acquainted with Daniel Carpenter, late of the town of Locke, in said County and State?

Answer. I was.

3rd. *By the same.*

How long is it since you first knew him?

Answer. I think it is fifty-five or fifty-six years, it is ever since he first came into the County, until his decease, which was in 1827.

4th. *By the same.*

In what town did he first settle?

Answer. In the town of Locke, in the county of Cayuga and State of New York.

5th. *By the same.*

Had Daniel Carpenter any children when he came to reside in the town of Locke?

Answer. He had.

6th. *By the same.*

What were their names?

Answer. I do not recollect any of their names—except Elizabeth and Hezekiah.

7th. *By the same.*

Are you personally acquainted with Elizabeth, and if so, how long have you known her?

Answer. I am personally acquainted with her, and have known her ever since she came into the country—she resided in Locke with her father two or three years before she came here, and has lived here ever since.

8th. *By the same.*

Was Elizabeth Carpenter ever married as you know?

Answer. I did not see her married, but it was the common report that she was married. I heard the day mentioned that she was married.

9th. *By the same.*

With whom did she intermarry?

Answer. With Heman Moore of Genoa.

10th. *By the same.*

Who married them as you know or have been informed.

Answer. James Stewart, Magistrate. James Stewart lived in Scipio, about a mile from here.

11th. Is said Stewart now living?

Answer. He is not. He moved away from here, and his Grandson told me about one year ago that he died.

12th. Do you know whether he kept a register of marriages by him made?

Answer. I do not, I should presume not.

13th. *By the same.*

Were you well acquainted with Heman Moore both before and after his marriage?

Answer. I was.

14th. *By the same.*

In what year was he married to Elizabeth Carpenter?

Answer. I think it was fifty-one years ago, last April. I have a register of the birth of my daughter, and from that I can make it out no other way than fifty-one years ago, I recollect that it was in the month of April.

15th. *By the same.*

Please state how you know he and Elizabeth Carpenter were married as fully as you can.

Answer. All I can say about it is that it was the common report in the family, and out of the family, and that they lived together as man and wife, and had children—had three children.

16th. *By the same.*

Are there any of their children now living as you know, and if so, what are their names, and where do they live?

Answer. Harriet is the eldest—Harriet and Adelia live in Genoa, and Edson lives in Chicago, or did five days ago.

17th. *By the same.*

Is Heman Moore now living?

Answer. He is not.

18th. *By the same.*

When did he die?

Answer. He died the eighth day of April, one thousand eight hundred and forty.

19th. *By the same.*

Have you any data which enables you to state the exact period of his death?

Answer. I have an extract from the tomb-stone of Heman Moore.

The witness here produced a copy, marked A, hereunto annexed.

20th. *By the same.*

Will you annex the said copy to your deposition, and make it a part thereof?

Answer. I will.

21st. *By the same.*

Was the marriage of Heman and Elizabeth Moore ever dissolved otherwise than by the death of the said Heman Moore?

Answer. Never to my knowledge.

22d. *By the same.*

Does she still remain his widow?

Answer. I never heard of her marriage, and presume that she is not married.

23d. *By the same.*

Is Elizabeth Moore above referred to the same person that was formerly known to you, as Elizabeth Carpenter and daughter of Daniel Carpenter herein before referred to?

Answer. She is.

24th. *By the same.*

How old was the said Elizabeth when her father first moved into the town of Locke according to the best of your remembrance and belief?

Answer. I think she must have been about thirteen years old, or perhaps fourteen.

25th. *By the same.*

How old was she when she was married to the said Moore?

Answer. She must have been about twenty, I think not more than that.

CROSS-EXAMINATION BY

Charles F. Tillinghast, in behalf of the Respondent.

Question 1st. Do you know how many children Daniel Carpenter had, if so, please state their names?

Answer. I do not know. I know Hezekiah and Elizabeth, so far I know. These two are all I know of his children by his first wife, Betsey Carpenter. He had other children by his second wife.

DIRECT RESUMED.

Question 26th. From what State did he, said Carpenter come, as you know and believe?

Answer. I believe he came from Rhode Island. I believe so from

hearing a conversation between him and one Ansel Kelsey, in which he stated that he came from there. He staid at said Kelsey's house, and was asked the question how long he had been coming from Rhode Island.

STATE OF NEW YORK, }
CAYUGA COUNTY: SS. }

Thaddeus Spencer of said County being duly sworn, deposes and says, that the contents of the above deposition and the answers to each and every of the foregoing, above contained, and hereunto annexed interrogatories, are true, according to the best of his knowledge and belief.

THADDEUS SPENCER.

Subscribed and sworn to before me this 2d day of August, 1853.

DAVID D. WILLIAMS,
Commissioner.

STATE OF NEW YORK, }
CAYUGA COUNTY, SS. }

I do hereby certify that the annexed and foregoing deposition was duly sworn to and subscribed by the deponent thereto, and was by me taken down and reduced to writing in the presence of the said deponent, and was by him signed in my presence.

DAVID D. WILLIAMS,
Commissioner.

Justice fee for affidavit,	$ 12½
Witness fee for attendance before Com.,	1 25
Commissioner's fee,	2 00

Fees paid by Complainant.

DAVID D. WILLIAMS,
A. Commissioner.

Extract from tombstone of Heman Moore, in the public burying ground in Genoa, county of Cayuga, and State of New York.

Viz.:

"To the memory of Heman Moore,
who died April 8th, 1840,
Aged 62 years, 1 month & 9 days."

Taken and copied July 29th, 1853.

A. THADDEUS SPENCER.

In Chancery.

Deposition of Almira Buck.

The Deposition of Almira Buck, of Genoa, county of Cayuga, and State of New York, taken pursuant to the annexed Commission, in a certain cause in Equity, now depending and at issue in the Circuit Court of the United States, within and for the District of Rhode Island; wherein Elizabeth Moore, of said Genoa, widow of Heman Moore, late of said Genoa, deceased, is Complainant, and Benjamin W. Hawkins and Ray Green, of Johnston, in the District of Rhode Island, are Defendants—on the part of the Complainant, upon interrogatories by agreement of parties.

Question by Dexter Randall, Esq.,

Counsel for Complainant.

Question 1st. What is your age and place of residence?

Answer. My age is sixty-six and my residence is in the town of Genoa, Cayuga county, State of New York.

2nd. *By the same.*

Were you acquainted with Daniel Carpenter, late of the town of Locke, in Cayuga county, deceased?

Answer. I was.

3d. *By the same.*

How long is it since you first knew him?

Answer. I should think it was about fifty-six or fifty-seven years.

4th. Had Daniel Carpenter any children when he first came to reside in this section of the country?

Answer. He had.

5th. *By the same.*

Can you name any of them?

Answer. I can—Hezekiah, Elizabeth and Phebe, Hezekiah was the oldest, and I think Elizabeth was next.

6th. *By the same.*

Were they his children by his first or second wife as you know?

Answer. By his first as was said.

7th. *By the same.*

Had he other children by his second wife?

Answer. He had a number.

8th. *By the same.*

Do you know where he staid the first night he came here? and if so, state where and at whose house?

Answer. He staid at my uncle's, Ansel Kelsey's, in Milton, now Genoa.

9th. *By the same.*

What town and State did you understand he came from?

Answer. The State of Rhode Island and town of Hopkinton, I think.

10th. *By the same.*

How old was Elizabeth at that time, according to your best remembrance, information and belief?

Answer. I should think that she was between ten and eleven, as near as I can recollect.

11th. *By the same.*

Where has she resided since you first knew her?

Answer. In the county of Cayuga, about in this vicinity, and a considerable part of the time in this neighborhood.

12th. *By the same.*

Has she ever been away at any time, and if so, where and how long ago?

Answer. I understood from her family that she went to Rhode Island, some six or seven years ago, to see about her property, that is all that I know of her being absent, I saw her and talked with her after she came back.

13th. *By the same.*

Are you satisfied that she had been to Rhode Island, and for what reason, please state?

Answer. She said she had been to Rhode Island, and I asked her what luck she had, and she told me that one person paid her a little money towards her property. I am satisfied that she went there.

14th. *By the same.*

Do you know whether Elizabeth Carpenter was ever married?

Answer. I do. It was said she was.

15th. *By the same.*

Whom did she marry?

Answer. Heman Moore. He was my uncle.

16th. *By the same.*

Can you tell the time of the year when they were married?

Answer. In 1804. I think in April.

17th. *By the same.*

Do you know who married them?

Answer. Esq. Stewart, it was said. His residence was in Scipio, then, now known as Venice.

18th. *By the same.*

Is Stuart now living?

Answer. No. He is not.

19th. *By the same.*

Do you know whether Daniel Carpenter was married more than once?

Answer. Yes. He fetched his second wife into this country when he first came.

20th. *By the same.*

Who was his first wife?

Betsey Waterman, or Elizabeth, she was called in those times Betsey.

21st. *By the same.*

Was Elizabeth Carpenter his daughter by his second or his first wife?

Answer. By his first, I have always understood.

22d. *By the same.*

Who informed you that she was the daughter of Betsey Waterman?

Answer. Her own father—I heard it a great many other ways, and I heard it from him and the rest of the family—I heard it from him the last time I ever saw him.

23rd. *By the same.*

How old was Elizabeth Carpenter when she was married to Heman Moore, to the best of your knowledge and belief?

Answer. About twenty years I should think.

24th. *By the same.*

Is Heman Moore now living?

Answer. He is not.

25th. *By the same.*

When did he die?

Answer. He died in April, about thirteen years ago. I think.

26th. *By the same.*

Does she still remain his widow?

Answer. She does. I never heard to the contrary.

27th. *By the same.*

Is the said Elizabeth Moore the same person formerly known to you by the name of Elizabeth Carpenter, and daughter of Daniel Carpenter, and his first wife, Betsey Waterman?

Answer. She is.

28th. *By the same.*

Did you ever accompany Elizabeth Moore on a visit to her father?

Answer. I did.

29th. *By the same.*

How long ago was that?

Answer. About twenty-six or twenty-seven years ago.

30th. *By the same.*

At what season of the year was it?

Answer. About the last of August or first of September.

31st. *By the same.*

How long before his death was it?

Answer. It was but a short time, I should think—he died the same fall I believe.

32nd. At whose request did Elizabeth and you go to see him?

Answer. At his request. He sent for us.

33rd. *By the same.*

Did he state any particular business he had with said Elizabeth?

The Counsel for Respondents objects to any hearsay testimony.

Answer to last question. He did.

34th. *By the same.*

What was the nature of that business, state as fully as you can recollect.

Answer. He wanted her to come and prove herself Betsey Waterman's heir. He said that delays were dangerous, he was getting old, he wanted her to come as soon as she could, and he would go with her to a magistrate, or have one brought there—he thought it was high time that there was something done about, he was afraid that when he was gone, she could not prove it, he was very anxious, and felt a remorse that she hadn't had her property.

35th. *By the same.*

For what purpose did he want a magistrate?

Answer. To qualify—to her being Betsey Waterman's heir, so he said.

36th. *By the same.*

What was said about the property in Rhode Island, if anything was said?

Answer. The old Lady, the old gentleman's wife—spoke to Elizabeth Moore, and said she thought it was high time that she looked to the property—there was a great deal of unsold lands. Then Mr. Carpenter stated that he had never sold it. They both appeared very earnest, both Mr. and Mrs. Carpenter—that there was a great deal of property unsold. He furthermore stated where it lay. A good deal of them laid in the town of Providence and other places that I don't recollect—In the town of Johnston too—these two I do recollect.

37th. *By the same.*

Was anything said at that time, or any other time by Daniel Carpenter—his wife—or other members of his family about any lands that he had sold?

Answer. There has been said, at other times, by other members of the family.

38th. *By the same.*

What was said about it?

Answer. It was said that Mr. Carpenter sold a part of it. It was said by the family that he gave bonds that the children should sign deeds when they became of age. Hezekiah would not sign, Elizabeth and Phebe did sign—because their father took on, and said that it would undo them if they did not; the property had increased in value so much.

39th. *By the same.*

Was there anything said about his being heir to his first wife?

Answer. There was. The family told me that he was not willing to give up the property until he became convinced that he could not be the heir to the property—that his children must heir it—that he went to Rhode Island and became convinced that he was not the heir.

40th. *By the same.*

Did he appear to regret that he had so long kept the property from his children?

Answer. He did. From his appearance he did; he was very sober and very earnest.

41st. *By the same.*

Did the said Daniel Carpenter ever tell you that the children of Benjamin Waterman had been unjustly defrauded of the estate that rightfully belonged to them?

The Respondents' Counsel object to the question for the reason above given, and for being leading.

Answer. He intimated that they had. He said that they had been kept out of their land that justly belonged to them, and he seemed to be very sorry, and that he wanted to right it.

CROSS-EXAMINATION,

By Charles F. Tillinghast in behalf of the Respondents.

Question 1st. How many children had Daniel Carpenter by his second wife?

Answer. Twelve, I believe. The names so far as I know were as follows, to wit: Prudence, Polly, Ruth, Orpha, Joanna, Alson, Bowen, Benjamin and Jotham. They are all living, for all that I know to the contrary, and I believe that they are all married.

2nd. *By the same.*

Was Phebe Carpenter ever married?

Answer. She was, and had two sons, that have been around here men grown. I never have heard of their death. I have not heard from them in fifteen years.

3rd Question on Cross-Examination.

Is Hezekiah Carpenter living?

I think not, his sister, Elizabeth Moore, told me that he died in Connecticut.

DIRECT EXAMINATION RESUMED.

42nd. Do you or do you not know whether any of the children of Phebe Chafee are now living?

Answer. I do not.

MRS. ALMIRA BUCK.

Commissioner's fee,	$2 00
Witness' fee,	1 25

Fees paid by Complainant.

STATE OF NEW YORK, }
CAYUGA COUNTY, ss. }

I do hereby certify that the annexed and foregoing deposition was duly sworn to and subscribed by the deponent thereto, and was by

me taken down and reduced to writing in the presence of the witness aforesaid, and was by her signed in my presence.

DAVID D. WILLIAMS,
Commissioner.

COMMISSION TO TAKE TESTIMONY.

United States of America,

RHODE ISLAND DISTRICT, SC.

{L. S.} *The Circuit Court of the United States, within and for the Rhode Island District.*

To JAMES R. COX, Esq., of Auburn, or some other suitable person if said Cox cannot attend in the State of New York.

KNOW YE, That reposing confidence in your wisdom, prudence, and fidelity, we have appointed, and by these presents do authorize and empower you to take the Depositions of such persons as may be brought before you by either party.

(*Interrogatories Waived.*)

To be used in a certain cause now pending in said Court, wherein Elizabeth Moore, of Genoa, in the county of Cayuga, in the State of New York, widow, is Complainant, and Benjamin W. Hawkins and Ray Greene, of Johnston, in the county of Providence, in the State of Rhode Island, yeoman and citizens of the State of New York, are Respondents.

And to this end, at certain days to be by you appointed for that purpose, to cause said witnesses as aforesaid, to be brought before you, and each witness, while present before you, to examine carefully on oath touching the premises. And when you shall have taken the examination as aforesaid, to reduce or cause the same to be reduced to writing, and to be subscribed, by each of said witnesses in your presence. And the same, so taken and subscribed, to return, together with this Commission and your doings herein enclosed, sealed and directed to the Circuit Court aforesaid, next to be holden at Providence, on the 15th day of November next. In testimony whereof, we have caused the seal of the said Circuit Court to be hereunto affixed.

Witness. The Honorable Roger B. Taney, at Providence, this twenty-fifth day of July, in the year of our Lord, one thousand eight and fifty-three.

JOHN T. PITMAN, *Clerk.*

State of New York,
CAYUGA COUNTY, ss.

In Genoa this second day of August, 1853, then personally appeared before me David D. Williams, Esq., and was duly engaged to the faithful performance of the within Commission before me.

HIRAM BIRDSALL,
Justice of the Peace, of Cayuga County.

It is agreed that all objections are waived on account of any informalities.

Genoa, August 2, 1853.

DEXTER RANDALL,
For Complainant.

CHARLES F. TILLINGHAST,
For Respondents.

Cay. Com. Pleas.
Jesse Millerd,
vs.
Alson Carpenter,
and others.
} *In Partition.*

Whereas, the Court by a rule for that purpose, ordered and directed me to inquire into, and ascertain the claims and titles of the plaintiff and defendants to the premises hereinafter mentioned and described. Thereupon and in obedience to said order, I have examined into the titles of the said parties to the said premises, and do report. That Daniel Carpenter entered into possession of lot, No. 33, in the township of Locke, in the county of Cayuga, claiming as purchaser, from Joseph Annin of the north-west quarter of the said lot, sometime in the year 1795, and continued in the possession thereof exercising all the usual acts of ownership until his decease, in the year 1827. That the said Daniel Carpenter had cleared and improved, previous to the time of his said decease, about ninety acres of the said premises. That no paper title, however has been shown from the said Annin to the said Daniel Carpenter. That the said Daniel Carpenter died intestate, leaving fifteen children heirs at law, viz.: Hezekiah Carpenter, Aldridge Carpenter, Jotham Carpenter, John Carpenter, Ruth Carpenter (who intermarried with Noah Ellis.) Esther Carpenter (who intermarried with George K. White.) Alson Carpenter, Nathaniel B. Carpenter, Orpha Carpenter, Joanna Carpenter, Polly Carpenter, (who intermarried with Peter Young.) Betsey Carpenter, (who intermarried with Heman Moore.) Benjamin Carpenter, Pruda Carpenter (who intermarried with Isaac Hard-

ing,) and Phebe Carpenter, (who intermarried with one Chaffee.) That the said children became entitled each to one-fifteenth part of said premises, as tenants in common. That Jesse Millerd, the Plaintiff in this cause has purchased and becomes the owner of the rights and interests of five of the said children in the aforesaid premises, viz.: Joanna Carpenter, Orpha Carpenter, Peter Young and Polly his wife, Heman Moore and Betsy his wife, and Benjamin Carpenter, and which he now possess as tenant in common with the other children before named. And that a regular paper title to the said five-fifteenths is produced by the said Jesse Millerd as by reference to the abstract marked No. 1, will more fully appear. Dated 17th January, 1831.

M. S. MYERS, *Clerk*,
Cayuga Common Pleas.

Endorsed. [Filed January 18, 1831.

I, Huntingdon Seldon, of Chatham, county of Middlesex, and State of Connecticut, depose and say that I am fifty-six years of age, that I was personally acquainted with Hezekiah Carpenter for upwards of thirty years, during the whole of said time he was an inhabitant of Chatham, that he was not a married man, but died a bachelor at said Chatham, on the 15th day of March, 1840. And from the best of my recollection he was sixty years of age at the time of his death; he left no heirs in this town or county, and I have no knowledge of his having any in this section of the country. And from common report I believe he had none.

HUNTINGDON SELDON.

State of Connecticut,)
County of Middlesex, }
Chatham, October 13, *A. D.*, 1846.)

On this 13 day of October, 1846—personally appeared before me, Linus Parmalee, a Justice of the Peace, in and for the county aforesaid; Huntingdon Seldon, Esq., and made oath in due form of law to the truth of the foregoing deposition by him subscribed. And I do certify that the said Huntingdon Seldon, Esq., is entitled to full credit.

In testimony whereof I have hereunto subscribed my name the day and year last aforesaid.

LINUS PARMALEE,
Justice of the Peace.

In Cayuga Court of Common Pleas.

Jesse Millerd vs. Alson Carpenter, Nathaniel B. Carpenter, Hezekiah Carpenter and others.

Cayuga County, ss.
To the Cayuga County Court.

The petition of Elizabeth Moore, widow of Heman Moore, deceased, respectfully shews, That your petitioner is the Daughter of one Daniel Carpenter, who died in this County about the year 1827; leaving certain real estate in this County, and upon his death such proceedings were had that his said real estate was sold and partition of the avails thereof was made, among others, the sum of one hundred dollars and twenty cents was, by the order of the said Court, invested by the then Clerk of Cayuga county in permanent securities to be paid to Hezekiah Carpenter or his legal representatives as by reference to an order in the above mentioned cause made and entered in the Books of Records and Minutes of the said Court of Cayuga Common Pleas, entered on the 17th day of May, A. D., 1836, will more fully and at large appear, and to which your petitioner would particularly refer.

Your petitioner further states, that the said Hezekiah Carpenter mentioned and described in the said order and proceedings, was the own brother of your petitioner; and he was the only own brother or sister of your petitioner, that he, the said Hezekiah, was living at the date of the said order in the State of Connecticut, and that he, the said Hezekiah, died on the 15th day of March, A. D., 1840, at the town of of Chatham, county of Middlesex and State of Connecticut aforesaid.

That he, the said Hezekiah, was never married, but lived and died a bachelor, leaving no lawful issue.

That your petitioner is, as she believes, the only legal representative of the said Hezekiah Carpenter now living.

Your petitioner therefore prays that an order of this Court may be entered, ordering that the sum of money now with the clerk of Cayuga county aforesaid, pursuant to the said order in the above mentioned cause, on the 17th day of May, A. D., 1836, belonging to the said Hezekiah Carpenter, with the interest thereof, may be paid to your petitioner as the legal representative of said Hezekiah Carpenter. Deponent's mother died more than forty years ago.

CAYUGA COUNTY, SS.

Elizabeth Moore, of Genoa, in said County, being duly sworn says, that she has heard the foregoing petition read, and knows the contents thereof, and that the same is true according to the best of her knowledge, information and belief, both in substance and matter of fact.

ELIZABETH MOORE,
Her ⋈ Mark.

Affirmed before me, this 19th day of December, 1850.

J. H. BOSTWICK,
Justice of the Peace, Cayuga County.

CAYUGA COUNTY, ss.

Thaddeus Spencer, of Genoa, in said county, being duly sworn says that he is seventy-six years of age, and upwards—that for the last fifty-six years he has resided in this county; principally in the town of Scipio and Genoa aforesaid. That he was well acquainted with Daniel Carpenter of the town of Locke, in said county, who died in that town, in or about the year one thousand eight hundred and twenty-seven; that he is also well acquainted with the said Elizabeth Moore, widow of Heman Moore, deceased, and has been well acquainted with her between forty and fifty years, that he was well acquainted with the said Hezekiah Carpenter, deceased, in his lifetime, and also that deponent is brother-in-law of the said Heman Moore, deceased. Deponent further says that he has heard the petition of the said Elizabeth Moore, annexed hereto, read in his hearing, and that he knows the contents thereof, and that he believes the same to be true; and that he never knew the mother of the said Elizabeth—that she, the said mother of the said Elizabeth must have died many years ago.

THADDEUS SPENCER.

Subscribed and sworn before me, this 19th day of December, 1850.

J. H. BOSTWICK,
Justice of the Peace, Cayuga County.

[*Witness.*] JAMES R. COX.

CAYUGA COUNTY COURT.

JESSE MILLERD
AG'T
ALSON CARPENTER,
HEZEKIAH CARPENTER,
AND OTHERS.

Present the Hon. John P. Hulbert, Judge of said Court. January 15, 1850.

Whereas, by an order of the Court of Common Pleas, of Cayuga County, entered on the records of the said Court, May 17th, 1836, in this cause, it was among other things ordered that the Petitioner pay to the clerk of the said Court for the benefit of Hezekiah Carpenter or his legal representatives the sum of one hundred and one dollars and twenty and one-half cents; which sum of money was to be invested in permanent securities for the benefit of the said Hezekiah or his legal representatives, and until claimed by him or them.

And now, at this day, upon reading and filing an affidavit of Elizabeth Moore and an affidavit of Thaddeus Spencer; and also an affidavit of Huntingdon Selden, of Chatham, in the State of Connecticut, by which it appears that the said Elizabeth is the proper legal representative of the said Hezekiah Carpenter, and that he,

the said Hezekiah, died at Chatham aforesaid, on or about the 15th day of March, A. D. 1840. On motion of James R. Cox, an Attorney of this Court, it is ordered that the Clerk of Cayuga County pay to the said Elizabeth Moore, or to her Attorney, on the production of her receipt therefor, the said sum of one hundred and one dollars and twenty-one and one-half cents, with the interest thereon since the investment of the same, and that he file the said receipt in the Clerk's office of the said county.

Approved—*Auburn, January* 15, 1850.

[Approved.] J. P. HULBERT,
Judge, &c.

Received, Auburn, January 15, 1851, from Mr. Ebenezer B. Cobb, county clerk of Cayuga county, two hundred and two $\frac{30}{100}$ dollars, being in full for Hezekiah Carpenter's share of the estate and effects of Daniel Carpenter, who died in 1827. As by reference to the proceedings in the Court of Common Pleas, in May, 1836, will more fully appear. And of which Hezekiah Carpenter I am the only heir at law.

ELIZABETH MOORE.
Her ⋈ Mark.

In presence of JAMES R. COX, of Auburn.

STATE OF NEW YORK,
CAYUGA COUNTY, CLERK'S OFFICE, ss.

I do hereby certify that I have compared the foregoing with an original Report; Affidavits, Order and Receipt, on file in my office, and that it is a correct transcript therefrom, and of the whole of such originals.

In testimony whereof I hereunto set my hand and official seal, this 30th day of July, 1853.

[L. S.] EDWIN B. MARVIN,
Clerk, Cayuga County.

Fees paid by Elizabeth Moore.

Agreement for Commission.

UNITED STATES OF AMERICA—R. I. DISTRICT.

Circuit Court of the U. S.,
August 20, 1853.

In the Case of Elizabeth Moore,
vs.
Benjamin W. Hawkins, et al.

In Equity.

It is agreed that the testimony in this cause may be taken as

under the commission issued to J. S. Pitman, which commission has been returned by him to the Circuit Court, whether said return was made under a mistake respecting further taking of testimony or otherwise.

Dexter Randall, for E. Moore.

Tillinghast & Bradley, for B. Hawkins & R. Greene.

It is agreed that the deposition of Elisha Latham and Ira P. Evans, taken this 20th of August, 1853, may be filed in the Clerk's office without being sealed up by the Commissioner.

Commissioner's Fees, 2.
Agreement 2, fok 40.

Deposition of Elisha Latham.

I, Elisha Latham, of Smithfield, in the County of Providence and District of Rhode Island, &c., being first duly cautioned and sworn on oath, depose and say.

1st Question. By D. Randall, Esq., for the Complainant. What is your age?

Answer. Eighty-two.

2d Question. Was you acquainted with Joshua Greene, Benjamin Waterman and Ephraim Pearce, late of Johnston, deceased?

Answer. Yes sir.

3d Question. Were they sons-in-law of John Manton, late of Johnston, deceased?

Answer. Joshua Greene, Benjamin Waterman & Ephraim Pearce were.

4th Question. Did your father ever work for the late John Manton?

Answer. Yes sir.

5th Question. In what capacity?

Answer. He managed his farm. He was the master farmer. He worked for him by the month.

6th Question. What, if anything, have you heard your father say, about the settlement of the said Manton's estate?

Objected to by C. F. Tillinghast, Esq., for the Respondents, who also enters his objection here to all testimony of a hearsay character.

Answer. I have heard him say, that Stephen Thornton's wife & Daniel Carpenter's wife were poor and if they had had what belonged to them they would not be so poor as they be now. I have heard my father say that.

7th Question. What, if anything, have you heard your father or others say about the accounts of Waterman and Greene against the estate of the said Manton, state as fully as you can recollect all the particulars.

Answer. I heard my father say that Mr. Pearce and Mr. Greene, they were then frequently with the girls when he lived there. He said the old man, who was old like myself, they did not like to have him ride into town alone, and they would offer to ride into town with him, one of them, and would'nt ask him anything for riding in with him and waiting upon him, and they would charge him in their account four dollars for riding into Providence with him, and the girls and they wanted to get the property before the old man died, to leave it for them, and they tried to make a bargain with the old negro man they had, to put the old man aside. I don't know but that is the biggest part of the matter that I heard my father say. I heard Benjamin Waterman say, as I was working for him. It seemed as if he was dissatisfied with them, that they were a set of rogues altogether, that was not a great while before my father died. Rufus Hawkins I have heard him say, more than once or twice, I lived there, that there was a cheat in the settlement of John Manton's estate, William Thornton sued for his mother's right, and beat them, and fought 'em until he had no money left, and give it up, and beat 'em every time; and it was but a short time, I can't remember exactly how long afterwards, that Christopher Wilkinson took it up and sued, and beat them every time, he fought them as long as he had any money to fight them with. I asked Abraham Wilkinson how that case went, and he said Christopher Wilkinson got it. He said I was foreman of the jury, and it was as clear a case as I ever see carried before a jury, then they took it out of Court and left it to men, to referees, I went to the Court of reference and heard it plead to, and I heard a good deal said about it at Court by the neighbors that was in, and all the people that I heard say anything about it, and I heard a good many say about it, said that Christopher Wilkinson must get the case, because it belonged to him. The referees that sot on it was Ezekiel Whipple, and Elisha Matthewson, and Jeremiah Knight, and after they had made up their decision before it was read to the Court, I went to work for Elisha Matthewson to help him build a saw mill. Elisha Matthewson called to me, and called me, namesake what do they say about Christopher Wilkinson's case? I told him that every one that I heard say anything about it, say that Christopher must get the case, and he says to me, "Ah, do they all say so down your way?" says I, "yes, they all say so." Well, I don't know as I have anything more that I can remember plainly, what caused me to keep it in, my mind was the law suits between Christopher Wilkinson and William Thornton, and some heirs of John Manton, I lived in the neighborhood, William Thornton sued first and then Christopher Wilkinson took it up. If the matter had lain still I should not have remembered about it, but it being kept in law, I remembered it. I can remember what happened when I was a boy as well again as what happened a few months ago.

8th Question. Have the claims of the Manton heirs always been kept up from that time down to the present?

Answer. Well, that is something that I can't tell exactly about, I can't tell particularly about that. I don't know as I know. I have heard Nicholas Smith say, not more than ten or twelve years ago that he calculated to give it a try again, to try it again. That is what I have heard him say. I have heard Christopher Williams say that it belonged to him, and that he was not able to get it.

9th Question. What was the common repute among the old people, about the settlement of said Manton's estate, by his sons-in-law?

Answer. What I have heard talk a great many times that there was fraud in the settlement of the Manton estate, that was the talk among the neighbors and them that I have heard talk about it.

10th Question. Did you ever know whether Joshua Greene ever owned any land in Gloucester?

Answer. Yes. I have been on the land and worked on it that he owned there, that he said he owned, that was called his'n.

11th Question. How was it reputed that he obtained this land?

Answer. Why, by his father-in-law, by John Manton. And I heard it said that he wanted John Manton to give him a lease of two hundred acres of land, and he got a deed wrote of twelve hundred acres and got the old man to sign the deed in the room of the lease, and the old man signed it and he then had to give Mr. Greene the two hundred acres to get the deed back again, as I have heard it said by a good many.

his
[Witness] ELISHA ⋈ LATHAM,
mark.

JOSEPH S. PITMAN.

Sworn to and subscribed this twentieth day of August, A. D., 1853. Before me,

JOSEPH S. PITMAN, *Commissioner.*

Witness Fees, 1 day,	1 50	
Six miles,	60	
	2 10	
Commissioner's Fees, 12 fol.,		2 40
Oath,		10
		$2 50

Deposition of Ira P. Evans.

I, Ira P. Evans, of Gloucester, in the District of Rhode Island, being duly cautioned, and sworn according to law, on oath depose and say.

1st. Question. By D. Randall, Esq., for the Complainant. What is your age?

Answer. Almost sixty-seven.

2d. Question. Did you ever know Joshua Greene, late of Johston, deceased?

Answer. I think I recollect of seeing him a few times.

3d. Question. Did you ever know whether there was a tract of land in Gloucester, at a place called Absaloni, that was formerly known as the Manton tract?

Answer. I did.

4th. Question. Who formerly owned that tract or any part of it?

Answer. I understood that the Greens owned it. I think I have seen the deeds, or conveyances, in examining the records, not for that purpose, but for other purposes.

5th Question. Did your father ever work on said land?

Answer. He did. I have worked on it myself. What was reputed to be the Greene land, I don't know from having examined the record that it is the Greene land. It was what was then called the Greene land, and it is still called so.

6th Question. How long ago was it that you and your father worked out, state fully.

Answer. At various times from forty-five to fifty-five years ago.

7th Question. In whose possession was the land at that time?

Answer. That part that my father worked on, was in the possession of John Greene.

8th Question. Whose son was John Greene?

Answer. He was said to be the son of Joshua Greene.

9th Question. How was it reputed that Joshua Greene acquired said land; state fully all the particulars as you recollect?

Objected to by C. F. Tillinghast, Esq., for the Respondents.

Answer. I cannot state the precise manner by which it was said that Mr. Green obtained the land, my father used to frequently remark when he was occupying a portion of that land, that it cost the Greens little or nothing, that it was obtained by fraud. He used frequently to talk about it because he said it was the most valuable land in the town. He said there were two or three of the best farms in the country that cost the owners little or nothing. I don't know but I have stated all the particulars. I have heard other persons speak of it beside my father, I have heard my grand-father speak of it who was a very aged man, I heard my grand-father speak of it in the same way. I have heard him and my father speak of it together when I was present. When my father said there were two or three of the best farms in the country that cost the owners little or nothing, he referred to the John Greene farm and to the Simon Smith farm adjoining the John Greene farm, I don't know as the Smith farm has anything to do with this case, I don't know how much the original Manton land embraced, I understood it to embrace several hundred acres, what is now owned and occupied in some six or eight different farms.

10th Question. Was it the common repute among all old people

that you ever heard talk about that land, that there was some fraud or unfair means used by Joshua Greene in obtaining it?

Objected to by Respondents' counsel.

Answer. I think that was the general talk of all old people that I ever heard speak of it, that this land was obtained by some fraudulent means, by Mr. Joshua Greene.

11th Question. How old was you at the time you heard old people talk about said land?

Answer. I can't distinctly say, I should think at different times, between the ages of ten and twenty. I used to be frequently on that land with my father, and the general appearance of the crops and the timber was so very fine, so much better than any other land in the vicinity that it frequently called forth from him some observations in regard to the quality of the land, and the manner in which the then owners came in possession of, or by it, and also many years ago, still his observations and seeing the condition of the land, impressed me with the recollection of the facts that I have stated. I have heard my father say that he should like to have had such a chance himself to get such a farm as those for nothing, but the time had gone by for such chances, I suppose when he made that observation that he alluded to the manner in which it was said old Mr. Simon Smith obtained his land. I do not mean that my father wished to have a chance of obtaining land by fraud.

12th Question. You say in the answer to the ninth interrogatory "it was obtained by fraud," of whom did you understand Joshua Greene obtained it?

Answer. I don't know that I can distinctly recollect.

IRA P. EVANS.

In my answer to the 11th interrogatory, I suppose my father had an allusion to the manner in which it was said old Mr. Simon Smith paid for his land. It was in the days of Continental money, and it was said a yoke of oxen paid for the whole tract.

IRA P. EVANS.

Witness Fees 1 day,	1 50
Sixteen miles,	1 60
	$3 00

Sworn to and subscribed before me this twentieth day of August, A. D. 1853.

JOSEPH S. PITMAN, *Commissioner.*

Commissioner's Fees, 9 fol.,	1 80
Oath,	10
	$1 90

Deposition of William Paine.

I, William Paine, of Johnston, in the county of Providence, and State of Rhode Island and Providence Plantation, being of lawful age, and engaged according to law, do testify and say: That the accounts that Joshua Greene and Benjamin Waterman made up against the estate of John Manton is rite down false. I will give my reasons—as the highway passes through the farm, and I could see all over the biggest part of it at any time, and I did not see Greene at work on said farm only in mowing time, and John Manton hired a man to do his work generally eight months at a time, and sometimes a year, at a time, in the time of these accounts coming out, I met Squire King, and I asked him about said accounts, and he said when Joshua Greene brought in his account Benjamin Waterman did not make any objection, and when Benjamin Waterman brought in his account Greene did not make any objection, and King said that he was nothing but a tool and when they said he cut.

Question. By Benjamin Thornton—did you ever see Joshua Greene and Benjamin Pearce drawing wood off from said John Manton's farm?

Answer. Yes. Year after year.

Question. By Nicholas Smith. Was Benjamin Waterman a man that appeared to make money pretty easy?

Answer. It did not appear so, for he was a very idle lazy man.

Question. By Samuel Greene. Do you know who had the pay for the wood that Green carted off from the Manton farm?

Answer. I do not know.

Question. By William B. King. How far did you live from said farm?

Answer. I guess not far from two miles.

Question. By do. Was you ever present, at any time, when the settlement was made between Greene and Waterman and the Manton estate?

Answer. I was not.

Question. By Benjamin Horton. Did you ever hear Josiah King say that said amount was settled according to law?

Answer. I don't recollect as I ever heard him say any thing about that.

Question. By William B. King. How do you know those accounts were all false?

Answer. I do not know, no other ways, than as I have stated above.

Question. By William B. King. Did you ever see said accounts before you saw them in the Court house about three years past?

Answer. No I did not.

Question. By Benjamin Thornton. How often did you pass through said Manton farm at the time alluded to in the body of this deposition?

Answer. There was scarcely a week in the year but what I passed through said farm, and sometimes three or four times in a week.

Question. By William B. King. Do you know of John Manton's having any men to work after the commencement of Greene and Waterman's account?

Answer. I do not recollect.

WILLIAM PAINE.

Providence, ss., in Johnston the 28th day of April, A. D., 1821. Personally came William Paine, subscriber to the above deposition, and after being cautioned made solemn affirmation to the truth of the same, said deposition was taken in *perpetuam rei memoriam*, and at the request of Zephaniah Chafee and Phebe his wife; Hezekiah Carpenter and Betsey his wife—and William Thornton, Nicholas Smith and Patience his wife; and Benjamin Thornton, and Christopher Wilkinson and Amey his wife, heirs at law of John Manton deceased. William B. King, Samuel W. King, and Samuel Greene, and Henry P. Franklin was duly notified of the taking of this deposition, and William B. King and Samuel Greene was present at the taking thereof—the above deposition was reduced to writing by me the subscriber in the presence of the deponent.

Before me,

JOSIAH WESTCOTT,
J. C. C. Pleas.

Deposition,	44
Affirmation,	1 69
Justice,	1 00
	$3 13

Received for Record December 18th, 1852—and recorded in Book of Depositions in perpetual memory, pp. 230 and 231.

THOMAS S. ANTHONY, *Clerk.*

I, Jonathan Patt, of Johnston, in the county of Providence and State of Rhode Island, and Providence Plantations; being of lawful age, and engaged according to law do testify and say.

Question. By Christopher Wilkinson, did you ever work for Benjamin Waterman?

Answer. Yes. I worked for him two or three years.

Question. By do. Did you ever know him to get much property before hand?

Answer. Not while I lived with him.

Question. By do. Did you live with said Waterman before he married his last wife?

Answer. Yes. I lived with him before and afterwards.

Question. By do. How old was said Waterman at that time?

Answer. About forty years.

Question. By do. What house did said Waterman live in at that time?

Answer. In the old Manton House, where Samuel Greene now lives.

Question. By William B. King. Did not you know that said Waterman then owned a farm in Scituate that was given to him by his father?

Answer. He owned some land in Scituate, but how he come by it, I do not know.

Question. By do. Did not he sell land in Scituate about that time?

Answer. I do not know when he sold said land in Scituate.

Question. By Benjamin Thornton. Did Benjamin Waterman pay you for your labor when you worked for him?

Answer. He paid me in paper money when it was good for nothing.

JONATHAN PATT.

Providence, ss., in Johnston, April 28th, A. D., 1821, personally came Jonathan Patt, subscriber to the above deposition, and after being cautioned made solemn oath to the truth of the same, said deposition was taken in *perpetuam rei memoriam* at the request of Zephaniah Chafee and Phebe his wife. Hezekiah Carpenter and Betsey his wife and William Thornton. Nicholas Smith and Patience his wife, and Benjamin Thornton and Christopher Wilkinson and Amey his wife, heirs at Law of John Manton deceased. William B. King, Samuel W. King, Samuel Greene and Henry P. Franklin was duly notified of the taking of this deposition, and William B. King and Samuel Greene was present at the taking thereof, the above deposition was reduced to writing by me, the subscriber, in the presence of the deponent.

Before me, JOSHUA WESTCOTT, *J. C. C. Pleas.*

Deposit,	44
Affirm,	1 69
Justice,	1 00
	$3 13

Received for record December 18th, 1852, and recorded in Book of Depositions in perpetual memory—pp. 231, 232.

THOMAS S. ANTHONY, *Clerk.*

Deposition of Mercy Winsor.

I, Mercy Winsor, of Johnston, in the State of Rhode Island, &c., of lawful age and sworn according to law, do depose and say in answer to the following interrogatories by Dexter Randall, Esq., of counsel for same. Waterman Smith, Horace Thornton and William Wilkinson, Attornies of Elizabeth Moore, of the State of New York.

1. How old are you?

Answer. I am in my ninety-seventh year ever since the second day of last August.

2. Did you know John Manton and his late wife, of Johnston, deceased?

Answer. Not his wife, she was dead according to what I heard old people say before I was born. I just remember him, I remember the night he died, they came to my father to lay him out I can remember that better than I can some other things that have transpired since that.

3. How many children had they, and what were their names?

Answer. He had but three that lived, three daughters—their names were Phebe, Mehetibel and Anna.

4. Whom did Anna marry?

Answer. Benjamin Waterman, of Cranston.

5. How many children had they and what were their names?

Answer. Two that lived to grow up—their names were Lydia and Elizabeth—Betsey we always called her—but she always wrote her name Elizabeth.

6. Were they married?

Answer. Yes. Lydia married Stephen Thornton, my uncle, Elizabeth married Daniel Carpenter.

7. How many children had Stephen Thornton?

Answer. I think there were four that lived to grow up.

8. What were their names?

Answer. William, Anna, Patience and Benjamin.

9. Were any of said Thornton's children married, if so, which, and to whom?

Answer. Yes. All married, I believe, Anna married Christopher Wilkinson. Patience married Nicholas Smith, Benjamin married a Patterson I believe.

10. How many children had Nicholas Smith and Patience his wife?

Answer. That is something I am not able to tell—I never knew how many they had.

11. Do you know Nicholas Smith now of Johnston?

Answer. Yes.

12. Was he the son of Nicholas and Patience?

Answer. His father's name was Benjamin, I believe.

13. Do you know James Waterman Smith now of Johnston?

Answer. That is one of Nicholas Smith's sons, I take it. I know no other than him.

14. Had Christopher Wilkinson and wife any children?

Answer. Yes. They had a number, but I can't tell how many.

15. Do you know William Wilkinson, now of Smithfield?

Answer. I don't know the man, I have heard of such a man, Christopher Wilkinson's son.

16. Had Elizabeth Carpenter any children?

Answer. Yes—I have seen one of them, a son, she left as I understood, one son and two daughters. The girls I don't know any thing about.

17. Do you know Elizabeth Moore, now of the State of New York, if so, was she a descendant of Elizabeth Carpenter?

Answer. No; I do not. She was one of Elizabeth Waterman's children I suppose. I have heard of such a person, she was a descendent of Elizabeth Carpenter—she lives, they tell me, in the town of Auburn.

18. Do you know Horace Thornton now of Pawtucket?

Answer. He is my cousin I suppose. There is such a person—I should not know him if I were to meet him anywhere.

19. Whose son is he?

Answer. Why he is Benjamin Thornton's son. His father was my own uncle, Stephen Thornton.

20. Whom did Mehitabel Manton marry?

Answer. Joshua Greene.

21. Whom did Phebe Manton marry?

Answer. Ephraim Pearce.

22. Do you know what real estate John Manton died seized of?

Answer. I do not know the whole of it. He made his will as I understood, and divided his property among his daughters.. His wife died before her father did, therefore the fee never was in Benjamin Waterman. It was in his children. It was a very handsome property he had. His daughter dying before he did, she never came into possession of it, but died leaving two daughters who lived with my mother till both of them got married. The poor girls were turned right out doors.

23. Did Benjamin Waterman marry a second wife, and had he children by her?

Answer. He did; and had a son and daughter by her.

24. What were their names?

Answer. Mary and Arthur.

25. Did you know Josiah King, late of Johnston?

Answer. Yes; he married my great aunt—Mary Borden—my mother's own aunt.

26. Did he administer on John Manton's estate?

(Objected to by Charles F. Tillinghast, Esq., of Counsel for Elisha Dyer.)

Answer. I think he did. He was all I ever heard had any hand in settling the business—was old Josiah King.

27. Did you ever have any conversation with him relative to said estate? If so, please state what.

(Objected to by Charles F. Tillinghast, of Counsel as before.)

Answer. None at all.

28. Did you ever hear said King say anything about it?

(Objected to by Charles F. Tillinghast, of Counsel as before.)

Answer. I don't know as I ever did.

29. Do you know how said estate was divided?

(Objected to by Charles F. Tillinghast, of Counsel as before.)

Answer. I do not know exactly—uncle Benjamin's part was this way of the farm—the south part of the farm. The house was divided between uncle Ben and Joshua Green. The house where Ray Green now lives, is the house where John Manton used to live while he was living. When Uncle Ben got his house so he could move into it, he sold his part of the house and a little strip before the door, to Joshua Green.

30. Is Ray Greene son of Joshua?

Answer. Yes—No, son of Samuel, grandson of Joshua.

31. Is Earl Knight in possession of any of the John Manton estate?

Answer. I think he is. The building is there on the Manton land.

32. How far east did said Manton's estate extend?

Answer. Well, I don't know exactly. The Pike runs through my mother's land up here, and above through the Borden, Dr. King's land. That which is north of the Pike I take to be Borden land down to John Waterman, where he lives—along there somewhere. The lot where Waterman's house stands was Borden land.

33. Did it not extend to the river, where Dyerville now is?

Answer. I think it did. It did here to the brook, where the Buttonmould works were set up; whether to the river or not, I cannot say.

24. Did Ephraim Pearce take any part of said Manton's estate?

(Objected to by Charles F. Tillinghast, of Counsel as before.)

Answer. Yes—the upper part, at Triptown—that is where he lives.

35. Has said Manton's estate ever been in controversy? If so, how long as you remember?

(Objected to by Charles F. Tillinghast, of Counsel as before.)

Answer. Yes, it has. It is thirty years ago since they began about it, or about that time. They got judgment once, when an old woman broke it up upon the ground that one of the Jurors was a distant relative to the Mantons—old Joseph Randall, a Quaker.

36. Do you know any other facts in relation to the settlement of said estate? if so please state them.

(Objected to by Charles F. Tillinghast, Counsel as before—to any parol evidence which should be matter of record.)

Answer. I don't know as I do, except that it was always thought hard that uncle Ben should do as he did,—turn his children out of doors. Old uncle King was here at one particular time, with Dr. Harris, and had some falling out about it. My daughter was here and heard the discourse between uncle King and Dr. Harris. That is but few years ago, as you may say—somewhere on two and fifty years ago. In the year '96, I should think.

37. Can you recollect anything that said King said on that occasion?

(Objected to by Charles F. Tillinghast, Counsel as before.)

Answer. No. My daughter is capable of telling it; she is here in the room.

Questions by Charles F. Tillinghast, of Counsel for Elisha Dyer.

1. Are you in any way related to the John Manton named in your deposition, or to his descendants, except by marriage?

Answer. No, not at all.

2. How do you know Elizabeth Moore to be a descendant of Elizabeth Carpenter?

Answer. I know it no other ways than by hearsay. Richard Thornton has told me so for one.

3. To what Richard Thornton do you refer—whose son is he?

Answer. He is Borden Thornton's son—my nephew.

4. Do you know if there is any record of the names of the descendants or family of John Manton, or any writing respecting it in any family Bible, or any other family memorial?

Answer. No, I do not.

5. How long after the decease of John Manton did Benjamin Waterman occupy any part of the Manton land?

Answer. Till he died.

6. Please state the time of his decease if within your knowledge?

Answer. I was then living in Smithfield with my second husband—James was a baby, I think. It must be somewhere in the neighborhood of fifty years. I happened to be in Johnston the day he died, with my husband. My father and husband went up and laid him out.

MERCY WINSOR.
Her ⋈ Mark.

Providence, ss. In Johnston, in said County, at the dwelling house of Mercy Winsor at 10 o'clock in the forenoon of the 25th day of January, A. D. 1851, personally appeared the above named Mercy Winsor, who, after being duly examined, cautioned and sworn, to testify the truth, the whole truth and nothing but the truth, gave the foregoing deposition, which was by me reduced to writing in her presence, and by her signed, with her mark, in my presence.

Taken at the request of James Waterman Smith of Johnston, Horace Thornton of Pawtucket, Mass., and William Wilkinson of Smithfield, Attornies of Elizabeth Moore, of the State of New York, in perpetual memory touching the estate whereof John Manton, late of said Johnston died seized, and the division thereof by Benjamin Waterman and Samuel Pearce, late of said Johnston.

After more than twenty-four hours notice, as appears by the officer's returns on the citation hereto annexed to Ray Greene, Earl Knight, Benjamin Hawkins, Richard Thornton, Charles Franklin, all of Johnston; all of whom were in person present at the caption hereof, and to Elisha Dyer of the city and County of Providence, who was present by his Counsel, Charles F. Tillinghast.

W. R. STAPLES,
Associate Judge of the Supreme Court.

Deponent fees	40
For taking 3 hours	75
10—papers	2.00
Travel	
	$2.75

Deposition of Lydia Waterman.

I, Lydia Waterman, of Johnston, in the State of Rhode Island, of lawful age, and sworn according to law, do depose and say in answer to the following questions, by Dexter Randall, Esq., of Counsel for James Waterman Smith, Horace Thornton, and William Wilkinson, Attornies of Elizabeth Moore, of the State of New York.

1. How old are you?

Answer. Seventy-five years—an independent girl.

2. Are you the daughter Mercy Winsor?

Answer. Yes.

3. Did you know Josiah King, late of Johnston, and did he administer on John Manton's estate?

Answer. I knew him. I heard him say in this house that he administered on John Manton's estate.

4. What other thing in relation to the settlement of said estate did you hear him say—and to whom was it said?

(Objected to by Charles F. Tillinghast, Esq., of Counsel for Elisha Dyer.)

Answer. Dr. Hardin Harris, then a Justice of the Peace, was here attending upon my sick and lame brother. Josiah King came here to see him, with two papers for Esq. Harris to see and sanction as a Justice of the Peace, one of which was a copy of the other,

and he requested Dr. Harris to read it, and not to read it out. He read it to himself. Esq. Harris asked him if that was the way he went on to settle other folks' business. Then he says, you have done that wrong—why did you do it so? I did it as Greene and Pearce told me. That was Joshua Greene and Ephraim Pearce. "Fine hand you to settle a man's business, and do as somebody else told you." "La, Harris, I was nothing but a tool for them." "Squire King, I suppose you got a piece of land to pay you for your services pretty cheap." He said he didn't know but it was pretty cheap, for it had been a great deal of trouble to him to please them. This was in the year 1797, in the month of February, I think.

5. What did he, Josiah King, say he wanted the papers for?

(Objected to by Charles F. Tillinghast, of Counsel as before.)

Answer. To carry to the Court. William Thornton had sued for the property, which ought to be his from his mother. He said King was assisting Catharine Waterman against William Thornton, one of the heirs of Benjamin Waterman.

6. Who was Catharine Waterman?

Answer. She was Catharine Latham.

7. Was she the second wife of Benjamin Waterman?

Answer. Yes. Anna Manton was his first wife.

8. Was Catherine Waterman then defending said suit?

Answer, Yes. She was going about it—this was in February. Trial was to be in March Court next, I believe. He was assisting her to be ready for trial.

9. Has there always been a controversy concerning John Manton's estate?

Answer. Yes—ever since I can remember, I have heard a great deal. That is the plainest which I have given in.

10. Do you know of any other matter, or thing, in relation to the decision and settlement of said estate—if so, please state it?

(Objected to by Charles F. Tillinghast—to any parol evidence of what can be proved by record.)

Answer. I don't recollect of anything in particular, that I can attest to, except there was always contention—that Pearce, Greene and King put their heads together, and that there was a great cheat in it; so it was thought always.

Questions by Charles F. Tillinghast, of Counsel for Elisha Dyer.

1. Are you in any way related to the John Manton named in your deposition, or to his descendants?

Answer. By my father's side I am very distantly related to Anna Manton's descendants—but I never saw them.

LYDIA WATERMAN.

Providence, ss. In Johnston, in said County, at the house of

Mercy Winsor, at 10 o'clock in the forenoon of the 25th of January, 1851, personally appeared the above named Lydia Waterman, who, after being duly examined, cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, gave the foregoing deposition, which was by me reduced to writing in her presence, and by her signed in my presence. Taken in perpetual memory touching the estate whereof John Manton, late of said Johnston, died seized and the division thereof by Benjamin Waterman and Samuel Pearce, late of said Johnston. After more than twenty-four hours notice, as appears by the officer's return, on the citation hereto annexed, to Ray Greene, Earl Knight, Benjamin Hawkins, Richard Thornton, Charles Franklin, all of Johnston: all of whom were in person present at the caption hereof. And to Elisha Dyer, of the city and County of Providence, who was present by his Counsel, Charles F. Tillinghast, Esq.

Attest, W. R. STAPLES,
Associate Justice of the Supreme Court.

Fees:	
Deponent,	40
2 hours for taking,	50
5 pages,	1.00
3 miles,	24
	$1.74

The foregoing deposition was taken at the request of James Waterman Smith, of Johnston, Horace Thornton, of Pawtucket Mass., and William Wilkinson of Smithfield, Attornies of Elizabeth Moore of the State of New York.

Attest, W. R. STAPLES,
Justice Court.

The State of Rhode Island, and Providence Plantations. Providence, ss. To the Sheriff of the County of Providence, and to either of his Deputies.

GREETING:

Request having been made to me by James Waterman Smith, of Johnston, Horace Thornton, of Pawtucket, in the County of Bristol and State of Massachusetts, and William Wilkinson, of Smithfield, Attornies of Elizabeth Moore, of the State of New York, to take the depositions of Mercy Winsor and Lydia Waterman, of Johnston, in said County, in perpetual memory touching the estate whereof John Manton, late of said Johnston, died seized and division thereof by Benjamin Waterman and Samuel Pearce, late of said Johnston.

and he requested Dr. Harris to read it, and not to read it out. He read it to himself. Esq. Harris asked him if that was the way he went on to settle other folks' business. Then he says, you have done that wrong—why did you do it so? I did it as Greene and Pearce told me. That was Joshua Greene and Ephraim Pearce. "Fine hand you to settle a man's business, and do as somebody else told you." "La, Harris, I was nothing but a tool for them." "Squire King, I suppose you got a piece of land to pay you for your services pretty cheap." He said he didn't know but it was pretty cheap, for it had been a great deal of trouble to him to please them. This was in the year 1797, in the month of February, I think.

5. What did he, Josiah King, say he wanted the papers for?

(Objected to by Charles F. Tillinghast, of Counsel as before.)

Answer. To carry to the Court. William Thornton had sued for the property, which ought to be his from his mother. He said King was assisting Catharine Waterman against William Thornton, one of the heirs of Benjamin Waterman.

6. Who was Catharine Waterman?

Answer. She was Catharine Latham.

7. Was she the second wife of Benjamin Waterman?

Answer. Yes. Anna Manton was his first wife.

8. Was Catherine Waterman then defending said suit?

Answer, Yes. She was going about it—this was in February. Trial was to be in March Court next, I believe. He was assisting her to be ready for trial.

9. Has there always been a controversy concerning John Manton's estate?

Answer. Yes—ever since I can remember, I have heard a great deal. That is the plainest which I have given in.

10. Do you know of any other matter, or thing, in relation to the decision and settlement of said estate—if so, please state it?

(Objected to by Charles F. Tillinghast—to any parol evidence of what can be proved by record.)

Answer. I don't recollect of anything in particular, that I can attest to, except there was always contention—that Pearce, Greene and King put their heads together, and that there was a great cheat in it; so it was thought always.

Questions by Charles F. Tillinghast, of Counsel for Elisha Dyer.

1. Are you in any way related to the John Manton named in your deposition, or to his descendants?

Answer. By my father's side I am very distantly related to Anna Manton's descendants—but I never saw them.

LYDIA WATERMAN.

Providence, ss. In Johnston, in said County, at the house of

Mercy Winsor, at 10 o'clock in the forenoon of the 25th of January, 1851, personally appeared the above named Lydia Waterman, who, after being duly examined, cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, gave the foregoing deposition, which was by me reduced to writing in her presence, and by her signed in my presence. Taken in perpetual memory touching the estate whereof John Manton, late of said Johnston, died seized and the division thereof by Benjamin Waterman and Samuel Pearce, late of said Johnston. After more than twenty-four hours notice, as appears by the officer's return, on the citation hereto annexed, to Ray Greene, Earl Knight, Benjamin Hawkins, Richard Thornton, Charles Franklin, all of Johnston: all of whom were in person present at the caption hereof. And to Elisha Dyer, of the city and County of Providence, who was present by his Counsel, Charles F. Tillinghast, Esq.

Attest, W. R. STAPLES,
Associate Justice of the Supreme Court.

Fees:	
Deponent,	40
2 hours for taking,	50
5 pages,	1.00
3 miles,	24
	$1.74

The foregoing deposition was taken at the request of James Waterman Smith, of Johnston, Horace Thornton, of Pawtucket Mass., and William Wilkinson of Smithfield, Attornies of Elizabeth Moore of the State of New York.

Attest, W. R. STAPLES,
Justice Court.

The State of Rhode Island, and Providence Plantations. Providence, ss. To the Sheriff of the County of Providence, and to either of his Deputies.

GREETING:

Request having been made to me by James Waterman Smith, of Johnston, Horace Thornton, of Pawtucket, in the County of Bristol and State of Massachusetts, and William Wilkinson, of Smithfield, Attornies of Elizabeth Moore, of the State of New York, to take the depositions of Mercy Winsor and Lydia Waterman, of Johnston, in said County, in perpetual memory touching the estate whereof John Manton, late of said Johnston, died seized and division thereof by Benjamin Waterman and Samuel Pearce, late of said Johnston.

And whereas I have appointed the dwelling house of Mercy Winsor, in said Johnston, as the place, and Saturday the 25th day of January, A. D. 1851, at ten o'clock in the forenoon, as the time for taking the same:

These are therefore to require you in the name of said State to notify Ray Greene, Earl Knight, Benjamin Hawkins, Richard Thornton, Charles Franklin, all of Johnston, and Elisha Dyer, of the city and county of Providence, of the time, place, and purpose aforesaid, thut they may then and there appear and put interrogatories to said deponents if they see fit, giving said persons more than twenty-four hours notice of the same.

Hereof fail not and make due return. Given at Providence in said Court, this twenty-first day of January, A. D. 1851.

W. R. STAPLES,
Associate Justice of the Supreme Court.

Providence, ss. January 23d, A. D. 1851.

I have noticed the within named Ray Greene, Earl Knight, Benjamin Hawkins, Richard Thornton, Charles Franklin and Elisha Dyer, by reading the within notice and to them in their presence and hearing at four o'clock P. M., this day.

KIMBALL,
Deputy Sheriff.

6 Service,	1.32
9 Miles travel,	72
	$2.04

Received for record December 18th, 1852, and recorded in Book of Depositions in perpetual memory, pp. 233, 234, 235–241.

THOS. S. ANTHONY,
Clerk.

INVENTORY OF JOHN MANTON.

Copy of Inventory as Divided between Benjamin Waterman and Joshua Greene,

Who Departed this 15th March, 1767.

To his wearing apparel,	£201 0 0
2 large histories and considerable small books,	81 0 0
9 1-2 ounces of plate and the make,	88 0 0
1 saddle and bridle,	12 0
1 warming pann,	25 0
1 old feather bed and furniture, ticking not settled, in the bed room,	100 0

One ticking with 28, of feathers in it,	80 0
1 old bed, no furniture,	85 0
2 old bedsteads and 1 cord,	6 0
1 large chest,	15 0
1 Pewter,	16
2 brass kettles,	50 0
1 small iron pot,	3 0
1 old gun,	20 0
1 pr. of spoon moulds,	2 0
1 old sword and collar needle,	1 10
1 pair of steelyards,	18 0
Some carpenter's and Cooper's tools,	41 10
97 lbs. of old iron,	24 5
Hay tacklin,	5 0
1 hatchell,	10 0
1 small grindstone,	1 0
1 old cart rope,	2 0
1 old churn,	4 0
1 pr. of hand irons of shide,	16 0
About 6 old chairs,	15 0
1 desk,	60 0
Some old iron and box,	89 0
	the iron added.
Cart wheel hoops,	2
2 bells,	6
1 old cask,	1 10
Above 150 feet of white pine boards,	13 10
1 iron bar,	7 10
About 1800 of tobacco,	450 0
5 barrels of cider,	60 0
About half a barrel of salt beef,	30 0
3 old hogsheads and corn riddle,	8 0
1 raw hide,	13 15
1 old axe,	2 0
	£1585 10 0
Brought over,	1585 10
About 50 bushels of Indian corn	£200 0
1 pair old plow irons and drale,	3 0
1 set of harrow teeth,	13 0
6 1-2 bushels of rye,	32 10
15 bushels, only 13 bushels of barley in stack,	60 0
About 13 sheep,	156 0
1 stagg,	115 0
13 lbs. of tallow,	7 16
Half a ton of hay, to Waterman,	35 0
1 set of harrow teeth,	13 0
1 surveying compass and dividers,	8 10

Cash,		4 9
2 fish lines, 1 razor and sundry small articles,		4 0
Money due by Book accounts,		308 11
1 old navigation book,		4 1
Old chest and some old broken boxes,		2 0
Old box rule,		1 0
Inventory,		£2553 6
Deduct 3 bushels barley, over charged,	£12 0	
1 stagg to Josiah King,	115 0	
Book debts not recovered,	308 11	
		435 11
		£2117 15
One half to charge to Waterman,	1058 17 6	
One half to charge to Joshua Greene	1058 17 6	
	2117 25	

The box rule I have not had.

Reduced to lawful £ money
Money each half, £39 14 2

Providence, ss.

Clerk's Office, Court of Common Pleas, January 30th, 1852.

I certify, the aforegoing is a true copy of a paper purporting to be an Inventory of the personal estate of John Manton, with the figures, deductions and apportionment between Benjamin Waterman and Joshua Greene thereon, on file in this office, in the case William Thornton, &c. *vs.* Benjamin Waterman, December Term, 1796, as appears of record in this office.

Attest, LEVI SALISBURY, *Clerk.*

Fees, $1 00

WRIT OF RESTITUTION.

John Manton vs. *Joshua Greene and others. April 3d*, 1761, *first year of George 3d.*

Providence, ss. Thomas Owens and Josiah King, both of Johnston, in the County of Providence, Esqs. and Justices of the Peace for said Johnston, to the Sheriff of our County of Providence, or to his deputy send greeting:

Whereas by a certain Inquisition lawfully taken before us upon the twenty-sixth day of March last, concerning a forcible Entry and Detainer, it was proved that Joshua Green and others upon the twenty-sixth day of January last past, with force and arms, and with

a strong hand, did enter into a certain tract of pasture lands lying in said Johnston, containing fifty acres, or thereabouts, and is bounded easterly on Nassapawtucket river, and westerly on the County road then being in the possession of John Manton, of said Johnston, yeoman, and is a part of his homestead farm, on which he now liveth, and he the said John Manton, out of the possession of the same, with a strong hand did expell, as by the said Inquisition will more fully appear.

You are therefore required, in his Majesty's name, taking with you all needful aid, to repair to the premises afore described, and the possession and seission thereof to restore unto the said John Manton in as ample a manner as he was thereof seized before said force. Hereof fail not at your peril, but make true return of this writ, with your doings thereon. Given under our hand and seal the third day of April, A. D. 1761, in the first year of his Majesty's reign.

THOS. OWEN, *Justice of Peace.*
JOSIAH KING, *Justice of ye Peace.*

Providence, ss. April ye 8 day, 1761. By virtue of this precept, I have restored Mr. John Manton and put him into possession according to tenor of the within process.

Per
JOHN HOYLE, *Depy. Sheriff.*

COPY OF MEMORANDUM.

Edward Manton to John Manton.

Memorandum made the 3d day of March, 1758.

I, Edward Manton, promises to divide the land that Shadrach Manton, deceased, claimed on Sesecut Hill by a strait line from a Red Oak Tree, on said hill, called the Northeast corner of Capt. Henry Harris, deceased, land, on said hill, and from thence a strait line to the Wading place, over the Pine Swamp brook, near the widow Mac Daniel's land, and the said Edward doth also hereby promise to quit all his right and title to all said land to ye, West of said line when he is desired thereto, to John Manton, and also to deliver up Abbott's returns thereof to the said John when desired thereto. In witness whereof, I, the said Edward, have hereunto set my hand the day and year above said.

Memorandum made before signing that the land the within mentioned Shadrach bought of Caleb Vincent, is excepted, and not to be quit claimed as within mentioned.

EDWARD MANTON.

Signed in presence of us
EDWARD MITCHELL,
JAMES OLNEY.

A true copy. *Attest,*
Pr. HENRY HARRIS.

Recorded August 28, 1761,
Pr. Jos. Borden, T. Clk.

True copy of the instrument recorded on page 79, Book No. 1, Record of Deeds of the town of Johnston, March 14, 1853.

Attest, ROBERT WILSON, *T. Cl'k.*

COPY OF DEED.

Daniel Carpenter to Edward and Jeremiah Manton.

To all people to whom these presents shall come, I, Daniel Carpenter of Hopkinton, in the County of Washington and State of Rhode Island, yeoman, for and in consideration of the sum of four hundred silver dollars, to me in hand already received, and well and truly paid by Edward Manton and Jeremiah Manton, both of Johnston in the County of Providence and State of Rhode Island, yeoman, the receipt whereof I do hereby acknowledge, and myself therewith fully satisfied and paid, have remised, released, and do by these presents, for myself, my heirs, executors, and administrators, remise, release, and for ever quit claim unto them, the said Edward Manton and Jeremiah Manton, their heirs and assigns for ever, as tenants in common and not as joint tenants, all my right, title, interest, property, possession and claim, that I, the said Daniel Carpenter ever had, now have, or which I, my heirs, executors, or administrators, hereafter may have, challenge, or demand on account of any matter or thing whatsoever before the date of these presents, of, in and to, one undivided half part of about sixty acres of land, situate lying and being in Johnston aforesaid, and is bounded and described as follows, to wit: southerly adjoining to land of Joshua Greene, westerly adjoining land of William Paine, northerly with land of Abraham Belknap, Esq., northeasterly with land of Rufus Sprague, and easterly upon land of Col. Daniel Manton—or however the same is otherwise bounded, or reported to be bounded, being the same land that was set off to Lydia and Betsey Waterman, deceased, as their portion of their Grand Father, the late John Manton's estate. To have and hold all the afore demised and released premises with all and singular the rights, privileges and appurtenances whatsoever, belonging, or in any wise appertaining to the same, unto them, the said Edward Manton and Jeremiah Manton, their heirs and assigns for ever, to them and their sole use, benefit and behoof forever, so that neither I, the said Daniel Carpenter, nor my heirs, executors, nor administrators, or any other person or persons, from, by, or under me or them, or either of them, shall or will have challenge, or demand any right, title, interest property, claim, or demand whatsoever of, in and to the afore demised premises with the appurtenances, but from all actions, suits, claims and demands whatsoever in and to the same and every part and parcel thereof shall and will be excluded and forever barred by these presents.

In witness whereof, I, the said Daniel Carpenter, have hereunto set my hand and seal this twelfth day of December, in the seventeenth year of American Independence, Anno Domino, 1792.

DANIEL CARPENTER, L. S.

Signed, sealed and delivered in presence of us,
THOMAS EDDY,
JOSEPH BURDEN, Jun'r.

Providence, ss. In Johnston, December 12th, 1792, Daniel Carpenter, subscriber to the afore written, in his own proper person came and acknowledged the same to be his own free act and deed.

Before me,

JOSEPH BORDEN, Jun.,
Justice of the Peace.

Received per record, December 12th, 1792, and recorded accordingly. Per JOSEPH BORDEN, Jr. *T. Clk.*

True copy of the instrument recorded on page 123 and 124, Book No. 3, Record of Deeds, Johnston.

Attest, ROBERT WILSON, *T. Clk.*
March 14, 1853.

COPY OF BOND.

Daniel Carpenter to Edward and Jeremiah Manton, Dec. 12, 1792.

Know all men by these presents, That I, Daniel Carpenter, of Hopkinton, in the County of Washington, and State of Rhode Island, yeoman, am held and firmly bound and obliged unto Edward Manton and Jeremiah Manton, both of Johnston in the County of Providence and State aforesaid, yeomen, in the full sum of four hundred silver dollars, the which payment well and truly to be made, I bind myself, my heirs, executors and administrators firmly by these presents, sealed with my seal, dated the twelfth day of December, in the year of our Lord, One Thousand Seven Hundred and Ninety-Two, and the Seventeenth of American Independence.

The condition and true intent and meaning of the above obligation is such that if Hezekiah Carpenter, Phebe Carpenter and Betty Carpenter, who are infants and children of the above named Daniel Carpenter, shall sign and duly execute a warranty deed, or deeds, when they severally come to the age of twenty years old, to the aforenamed Edward Manton and Jeremiah Manton, their heirs and assigns forever, of the undivided half part of about sixty-six acres of land, situate and being in said Johnston, being the same land that I, the said Daniel Carpenter have given a quit claim deed of to the

said Edward and Jeremiah Manton, bearing date with these presents, and received of them the consideration of four hundred silver dollars in trust for my said children, then the above obligation shall be void, of none effect, otherwise to be and remain in full force and virtue in the law.

DANIEL CARPENTER. L. S.

Signed sealed and delivered
in the presence of us.
The words when they severally come
" to the age of twenty-one years old,"
were interlined before signing and sealing.
THOMAS EDDY,
JOSEPH BORDEN, Jun'r.

Received per Record, December 12th, 1792, and recorded accordingly, per

JOSEPH BORDEN, Jr., *T. Clk.*

True copy of the Instrument, recorded on page 123, of Book No. 3, Record of Deeds, Johnston, March 14, 1853.

Attest, ROBERT WILSON, *T. Clk.*

COPY DEED:

Betsey Carpenter to Edward and Jeremiah Manton.

To All people to whom these presents shall come.

I, Betsey Carpenter, of Milton, in the County of Cyuga, and State of New York, single woman, send greeting:

Know ye, that I, the said Betsey Carpenter, for and in consideration of the sum of one hundred and thirty-three dollars and thirty-three cents, to me in hand before the ensealing hereof, well and truly paid by Edward Manton and Jeremiah Manton, both of Johnston, in the County of Providence and State of Rhode Island, Esquires, the receipt whereof I do hereby acknowledge, and myself therewith fully satisfied, contented and paid; and thereof, and of every part and parcel thereof, do exonerate, acquit, and discharge them, the said Edward Manton and Jeremiah Manton, their heirs, executors, and administrators, forever, by these presents; have given, granted, bargained, sold, aliened, enfeoffed, conveyed and confirmed; and by these presents do freely, fully and absolutely give, grant, bargain, sell, alien, enfeoffe, convey and confirm unto them, the said Edward Manton and Jeremiah Manton, their heirs and assigns forever, as tenants in common, one undivided sixth part of about sixty-six acres of land, situate lying and being in Johnston aforesaid, and is bounded and described as follows—to wit: Southerly, adjoining to land of Samuel Greene, Westerly, adjoining

land formerly owned by William Paine, Northerly, with land of Abraham Belknap, Esq., Norther, with land of Philip Mathewson, and Easterly on land of Col. Daniel Manton, or however the same is otherwise bounded or represented to be bounded, it is the same land that was set off to Lydia and Betsey Waterman, deceased, as their portion of their grandfather, the late John Manton's estate.

To have and to hold the said granted and bargained premises, with all the appurtenances, privileges and commodities, to the same belonging, or in any wise appertaining to them, the said Edward Manton and Jeremiah Manton, their heirs and assigns, forever, to them and their own proper use, benefit and behoof forever. And I, the said Betsey Carpenter, for myself, my heirs, executors and administrators do covenant, promise and grant, to and with the said Edward Manton and Jeremiah Manton, their heirs and assigns, that at and before the ensealing hereof, I am the true, sole and lawful owner of the above bargained premises, and in fee simple; and have in myself good right, full power, and lawful authority to grant, bargain, sell, convey, and confirm the said bargained premises, in manner as aforesaid. And that the said Edward Manton and Jeremiah Manton, their heirs and assigns, shall and may from time to time, and at all times forever hereafter, by force and virtue of these presents, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said demised and bargained premises, with the appurtenances, free and clear, and freely and clearly acquitted, exonerated and discharged of and from all and all manner of former or other gifts, grants, bargains, sales, leases, mortgages, wills, entails, jointures, dowries, judgments, executions and encumbrances, of what name or nature soever, that might in any measure or degree obstruct or make void this present deed.

Furthermore, I, the said Betsey Carpenter, for myself and for my heirs, executors and administrators, do covenant and engage the above demised premises to them, the said Edward Manton and Jeremiah Manton, their heirs and assigns, against the lawful claims or demands of any person, or persons whatsoever, forever to warrant, secure and defend by these presents.

In witness whereof I have hereunto set my hand and seal this ninth day of Jan. A. D. 1804, and twenty-eighth of American Independence.

BETSEY CARPENTER. L. S.

Signed, sealed and delivered in presence of us,
ZEPHENIAH CHAFEE,
PHEBE CHAFEE.

Cayuga County, ss. January 9th, 1804. Personally appeared the above subscriber, Betsey Carpenter, daughter of Daniel Carpenter, well known to me by that name for eight years last past, and acknowledged the above conveyance to be her voluntary act and

deed, with her hand and seal thereunto affixed before me, day and date above.

N. B. The words "Daughter of Daniel Carpenter," interlined by me and acknowledged Before me.

SILAS BOWKER,
Justice of Peace.

Received for record Feb. 21, A. D. 1804, at 3 o'clock, P. M., and recorded accordingly. Witness,

BENJ'N WHIPPLE, *T. Clk.*

True copy of record in Book No. 2, page 381, Record of Deeds, Johnston.

Attest, ROBERT WILSON, *T. Clk.*

COPY DEED.

Zepheniah and Phebe Chafee to Edward and Jeremiah Manton.

To all people to whom these presents shall come.

We, Zepheniah and Phebe Chafee, (son and daughter of Daniel Carpenter,) of the town Milton, County of Cayuga, married people, both of the State of New York, send greeting:

Know ye, That we, Zepheniah Chafee and Phebe Chafee, for and in consideration of the sum of One Hundred and Thirty-three Dollars, and Thirty-Three Cents, to us in hand paid before the enclosing hereof well and truly paid by us, Edward Manton and Jeremiah Manton, both of Johnston, in the County of Providence, and State of Rhode Island, Esq., the receipt whereof we do hereby acknowledge ourselves therewith fully satisfied, contented and paid, and thereof and of every part and parcel thereof do exonerate, acquit, discharge them, the said Edward Manton and Jeremiah Manton, their heirs, executors and administrators forever, by these presents have given, granted, bargained, sold, aliened, enfeoffed, conveyed and confirmed, and by these presents do freely, fully and absolutely give, grant, bargain, sell, alien, enfeoff, convey and confirm unto them, the said Edward Manton and Jeremiah Manton, their heirs and assigns forever as tenants in common, one undivided sixth part of about sixty-six acres of land, situate lying and being in Johnston, aforesaid, and is bounded and described as follows—to wit: Southerly, adjoining to land of Samuel Greene, Westerly, adjoining land formerly owned by William Paine, Northerly, with land of Abraham Belknap, Esq., Northerly, with land of Philip Mathewson, and Easterly, of Col. Daniel Manton, or however the same is otherwise bounded or reputed to be bounded, it is the same land that was set off to Lydia and Betsey Waterman, deceased, as their portion of their grandfather, the late John Manton's estate.

To have and to hold the said granted and bargained premises, with all the appurtenances, privileges and commodities to the same belonging, or in any wise appertaining to them, the said Edward Manton and Jeremiah Manton, their heirs and assigns forever, to them and their only proper use, and benefit and behoof forever. And we, the said Zepheniah Chafee and Phebe Chafee for ourselves, our heirs, executors and administrators, do covenant, promise and grant to and with the said Edward Manton and Jeremiah Manton, their heirs and assigns, that at and before the ensealing hereof, we are the true, sole and lawful owners of the above bargained premises, in fee simple, and have in ourselves good right, full power, and lawful authority, to grant, bargain, sell, convey and confirm the said bargained premises in manner as aforesaid, and that the said Edward Manton and Jeremiah Manton, their heirs and assigns shall and may from time to time and at all times forever hereafter, by force and virtue of these presents, lawfully, peaceably, and quietly have, hold, use, occupy, possess and enjoy the said demised and bargained premises, with the appurtenances free and clear, and freely and clearly acquitted, exonerated, and discharged of and from all manner of former or other gifts, grants, bargains, sales, leases, mortgages, wills, entails, jointures, dowers, judgments, executions and incumbrances, of what name or nature soever, that might in any measure or degree obstruct or make void this present deed.

Furthermore we, the said Zepheniah Chafee, and Phebe Chafee, for ourselves, and for our heirs, executors, and administrators, do covenant and engage the above demised premises to them, the said Edward Manton and Jeremiah Manton, their heirs and assigns against the lawful claims or demands of any person or persons whatsoever, forever to warrant, secure, and defend by these presents.

In witness whereof we have hereunto set our hands and seals this ninth day of January, in the year of our Lord One Thousand Eight Hundred and Four, and Twenty-Eighth of American Independence.

ZEPHENIAH CHAFEE, L. S.
PHEBE CHAFEE, L. S.

Signed, sealed and delivered in presence of us,
SILAS BOWKER,
SOLOMAN AUSTIN.

Cayuga County, ss., January 9th. Personally appeared the above subscribers, Zepheniah Chafee and Phebe Chafee, son-in-law and daughter of Daniel Carpenter, and acknowledged the above conveyance to be their voluntary act and deed, signed with their hands and sealed with their seals, acknowledged before me, date and day above mentioned.

SILAS BOWKER,
Justice of the Peace.

Received for record February 20, A. D. 1804, at 3 o'clock P. M., and recorded accordingly. Witness,

BENJAMIN WHIPPLE.

True copy of the Record in Book 3, page 447, Record of Deeds of the town of Johnston.

Attest, ROBERT WILSON, *T. Clk.*

CERTIFICATE OF PROBATE CLERK.

Of Agents to Oversee Auction Sales of Administrators, &c.

At a Town Council, held in Johnston, in the County of Providence, (by adjournment) on the 30th day of June, 1781.

ABRAHAM BELKNAP,
EBENEZER SPRAGUE,
JOB WATERMAN,
RICHARD THORNTON,
JOSEPH FISK, Jr.,
EMOR OLNEY,
} Present.

Whereas the Hon. Jabez Bowen, Esq., Guardian to George Fenner, son of Abbot Fenner, late of Johnston, deceased, petitioned the General Assembly to sell so much of the real estate of the said George Fenner as shall be sufficient to pay the just debts, to build a new dwelling house, to pay the taxes from time to time, to support and educate the said George, &c., which petition being granted by said Assembly, at their session held in March, 1781, and the said Jabez Bowen permitted, under the direction and approbation of the Town Council of Johnston to sell and dispose of so much of the real estate of the said George as will answer the purposes aforesaid:

Therefore, Resolved by this Council, that the said Jabez Bowen have our permission and direction to sell the Easterly part of the farm belonging to the said George, lying in said Johnston, in a triangular form between two roads, and also about thirty acres of land at the West end, Northwesterly part of said farm, for the purposes aforesaid.

At a Town Council held in Johnston, in the County of Providence, on the 16th day of July, A. D. 1785.

ABRAHAM BELKNAP,
JOB WATERMAN,
JOSEPH FISK,
NOAH MATHEWSON,
} Present.

Whereas Capt. Paul Allen and Katherine Sheldon, petitioned the Honorable the General Assembly to sell the real estate of Capt.

Caleb Shelden, late of Johnston, deceased, in order to discharge the just debts of the said deceased, which petition being granted by the said General Assembly at their session in June, 1785, and the said Paul Allen and Katherine Sheldon permitted under the direction of the Town Council of said Johnston, to make sale of such part of the real estate of the said deceased as will be sufficient to pay the just debts due from said estate,

It is therefore Voted and Resolved by this Council, that the said Paul Allen and Katherine Sheldon have our permission and direction to sell all the real estate of the said deceased lying in Johnston aforesaid, at public sale, on or before the first day of October next, and that the whole of the purchase money be paid in six months from the sale thereof.

It is further Resolved that Andrew Harris, Esq., be and is hereby appointed to attend the sale of the said premises, and that the said Allen, &c., may adjourn the selling said premises from time to time if need require.

True extract from the Records of the Town Council of Johnston.

Attest, ROBERT WILSON, *C. Clerk.*

Johnston, August 25, 1853.

Clerk's Office, Court of Probate,
Johnston, August 25, *A. D.* 1853.

I certify that in cases of this Court of Probate, granting license and authority to executors, administrators or guardians to sell real estate, it is customary for them to appoint a person as committee to attend the sale.

Attest, ROBERT WILSON,
Probate Clerk.

CERTIFICATE OF PROBATE CLERK.

Of that no Settlement was ever had by the Administrator or Guardian of John Manton.

Clerk's Office, Court of Probate,
Johnston, August, 26, 1853.

I hereby certify that by inspection and examination of the Probate records in this office, no Guardian accounts of the person and estate of John Manton, late of said Johnston, deceased, were ever presented by any Guardian, and no settlement of any such was ever had.

I also certify that the estate of said Manton was never rendered insolvent by Josiah King, Administrator thereon—that no commissioners to ascertain and determine the amount of claims of any person against said estate, were ever appointed by said council, and none ever allowed by them;—that no appraisers to appraise the personal estate of said Manton were ever appointed, or sworn, other-

wise than as appears in the proceedings of said Council, under date of June 2d, 1767,—also that no account of the personal estate was *ever* exhibited to said council by said Administrator, other than the Inventory by him returned—and no settlement of his Administration was ever had with said council:—also, that said council never gave their permission or advice for the sale of the real estate by said Administrator, otherwise than by their allowing said *sales to be good*, and their *approval of his deeds* to Benjamin Waterman, Joshua Greene and William Borden King, as appears by the indorsements thereon under dates of May 19, 1770, and January 15, 1771, and that said Administrator never exhibited to said council any account of the proceeds of said sales by him made, either of the lands in Johnston or in Gloucester, and never accounted to said council for the proceeds thereof, or for the Inventory by him taken, that appears on the records in this office.

ROBERT WILSON,
Probate Clerk.

Extract from Benj. Watermann's Bible.

"Benjamin Waterman, Junr. his book. Ye year 1754.
June Yr 19, 1754. new stile. Then was born Yr 4 day of Yr week, to him a dafter and called her name Lydia."

June ye 15, 1756 on own clock in the morning, on the 3 day of the week, was born to me a dafter, and I called her name Bety."

"Feb Y the 23. 1758 on the 6 day of the week, the sun bout 1 ower and 1-2 hy, was born to me a dafter, wo departed this life. April ye 10 1759 about 12 o'Clock of the day."

"July ye 29, 1760, then was born a fourth dafter to Benj. Waterman, which departed this life, the 2 day of March, 1761."

The above was extracted and copied from Benja. Waterman's Bible, printed in 1715, and contains all the records of the births of his children, their deaths, and nothing of their marriages.
March 8th, 1852. by

DEXTER RANDALL.

[Pages 221, 222, 223, and 224, blanks.]

DEPOSITION OF JEDEDIAH STONE.

I, Jedediah Stone, of lawful age, testifyeth and saith that four or five weeks ago, I heard Joshua Green say that he had left his cart and lost a chain, and he suspected that old John Manton or William Latham had got it, and he said he did not intend that they should have opportunity to take any more, for he intended to lay there and watch with his gun, and blow the old son of bitches' brains out, further the deponent saith that the said Green did say that he had advanced either sixty pounds, or sixty dollars, I can't say which, but I think it was sixty dollars, for somebody to do it.

JEDEDIAH STONE.
JOSEPH SNOW, Justice.
JOSIAH KING, Justice.

The above evidence was sworn to before the 12th day of March, 1761. Both parties present.
Court 2—6—4.

ADMINISTRATOR'S BOND OF JOSIAH KING.

Know all men by these presents, that I, Josiah King, of Johnston, in the county of Providence, Administrator of the goods, chattels, rights and credits of John Manton, late of said Johnston, deceased, as principal, and William Latham, of said Johnston, Yeoman, as surety are both held and firmly bound, unto the present Town Council of said Johnston, in the penal sum of five thousand pounds, lawful money, to be paid to the present Town Council, or to their successors in said office, to the which payment well and truly to be made, I, the said Josiah King, do hereby bind myself, my heirs, executors and administ. for and in the whole sum firmly by the presents, and I, the said William Latham, in default of payment of said Josiah King, or his heirs, executors or administ. do hereby bind myself, my heirs, my executors and administ. for and in the whole sum firmly by these presents. Sealed with our seals, and dated this day of July, in the seventh year of his majesties reign, George the third, King, &c., A. D. 1767.

The condition of the above obligation is such, that whereas the above bounden Josiah King, hath obtained from the aforesaid Town Council, a letter of administration of the goods, chattels, rights and credits of the said John Manton, deceased, if therefore the said Josiah King, shall well and truly administer said estate, according to law, and in all things relating the premises, to act and do as the law requires, and impowereth administ. and to be ready at all times when he shall be thereunto lawfully called to render a true and perfect account to the said Town Council, or to their successors in said office, how he hath administered said estate, that then the above

written obligation shall be null and of none effect, but in default thereof to abide and remain in full force and virtue.

JOSIAH KING, [L. S.]
WILLIAM LATHAM, [L. S.]

Signed sealed and delivered in presence of
NEHEMIAH SHELDON,
RUFUS HAWKINS, Junior.

TOWN CLERK'S OFFICE,
Johnston, Nov. 15, 1853.

I certify the aforegoing is a true copy of the original Bond, now on file in my office.

ROBERT WILSON, Town Clerk.

DEED. MOSES AND SAMUEL EDDY TO STEPHEN THORNTON ET AL.

Whereas, Moses Eddy and Samuel Eddy, both of Providence, are seized in fee simple of one equal and undivided half of a certain lot of land, situate in Johnston, in the county of Providence, with a dwelling house, thereon standing, containing about sixty-six acres, of the other equal and undivided half part whereof. Stephen Thornton, of said Johnston, is seized for life, as tenant by the courtesy, the reversion in fee whereof is in William Thornton, Anna Thornton, Patience Smith (wife of Nicholas Smith) and Benjamin Thornton, all of said Johnston, and children of the said Stephen, the which said lot of land is bounded and described as follows, to wit: beginning at a white oak stump, runs north sixty-two degrees; east fifty-six rods to a white oak tree; thence east twelve degrees; north thirty-four and a half rods, to a red oak stump; thence east twenty-two and a half degrees; south thirty-six rods to a chestnut tree; thence east twenty-nine degrees; south sixty rods and three quarters to a walnut tree; thence south eight degrees; east thirty-eight rods to a heap of stones; thence west one degree; south one hundred and ninety-four rods to a heap of stones, and thence a straight line to the first mentioned bound, bounding southerly on land late of Joshua Greene, deceased.

And whereas the said Moses Eddy and Samuel Eddy, of the one part, and the said Stephen Thornton, William Thornton, Anna Thornton, Nicholas Smith and Patience, his wife, and Benjamin Thornton, of the other part (the said Benjamin who is within the age of twenty-one years, being hereunto authorized by an act of the General Assembly, holden at said Providence, on the last Monday of October, A. D. 1802) have agreed to make partition of the premises aforesaid in manner following, that is to say, the said Moses

and Samuel have agreed to release and quit claim unto the said Stephen Thornton, William Thornton, Anna Thornton, Nicholas Smith and Patience, his wife, and Benjamin Thornton, all their right and title to the premises aforesaid, lying to the northward of a straight line, drawn from a point seven rods, southerly from the first mentioned bound (and in a line with the said first and last mentioned bounds) and to intersect the line drawn from the walnut tree aforementioned, to the heap of stones at the east end of said lot, at an equal distance from the said walnut tree and heap of stones, as will more plainly appear, by a reference to a plat of the premises, taken by Cyrus Harris, Surveyor.

And the said Stephen Thornton, William Thornton, Anna Thornton, Nicholas Smith and Patience, his wife, and Benjamin Thornton, have agreed to release and quit claim, unto the said Moses Eddy, and Samuel Eddy, all their right and title to the premises aforesaid, lying to the southward of the aforesaid line. Now this indenture witnesseth, that the said Moses Eddy and Samuel Eddy in consideration of the premises, and also in consideration of one dollar to them paid by the said Stephen, William, Anna, Nicholas and Benjamin, do by these presents release, quit claim and confirm unto the said Stephen Thornton, William Thornton, Anna Thornton, Nicholas Smith, and Patience, his wife, and Benjamin Thornton, all their right, title, interest, property and estate, in and to all the premises aforesaid, lying to the northward of the line aforesaid.

To have and to hold the same, to the said Stephen Thornton, William Thornton, Anna Thornton, Nicholas Smith, and Patience, his wife, and Benjamin Thornton, according to their respective rights therein as aforesaid, that is to say, to the said Stephen Thornton, for life, with the reversion in fee simple to the said William Thornton, Anna Thornton, Patience Smith, and Benjamin Thornton, their heirs and assigns forever.

And the said Moses and Samuel Eddy, do by these presents, for themselves, their heirs, executors and administrators, covenant with the said Stephen Thornton, William Thornton, Anna Thornton, Nicholas Smith, and Patience, his wife, and Benjamin Thornton, their heirs and assigns, that they will warrant and defend the premises aforesaid, hereby quit-claimed as aforesaid to them, the said Stephen Thornton, William Thornton, Anna Thornton, Nicholas Smith and Patience, his wife, and Benjamin Thornton, their heirs and assigns forever, against the lawful claims and demands of all persons, claiming by, through or under them, the said Moses Eddy and Samuel Eddy, or either of them.

And we, Hannah Eddy, wife of the said Moses Eddy, and Martha Eddy, wife of the said Samuel Eddy, do by these presents, release and quit claim, unto the said Stephen Thornton, William Thornton, Anna Thornton, Nicholas Smith, and Patience, his wife, and Benjamin Thornton, all our right of dower, in the premises aforesaid,

lying to the northward of the line aforesaid, and the said Stephen Thornton, William Thornton, Anna Thornton, Nicholas Smith, and Patience, his wife, and Benjamin Thornton, in consideration of the premises, and also in consideration of one dollar, to them paid by the said Moses Eddy and Samuel Eddy, do by these presents, release, quit claim and confirm unto them the said Moses Eddy and Samuel Eddy, all their right, title, interest, property, claim and estate, in and to the premises aforesaid, lying to the southward of the line aforesaid. To have and to hold the same to them, said Moses Eddy and Samuel Eddy, their heirs and assigns forever. And the said Stephen Thornton, William Thornton, Anna Thornton, Nicholas Smith, and Patience, his wife, and Benjamin Thornton, do by these presents, for themselves, their heirs, executors and administrators, covenant with the said Moses Eddy and Samuel Eddy, their heirs and assigns, that they will warrant and defend the premises aforesaid, hereby quit claimed as aforesaid to them, the said Moses Eddy and Samuel Eddy, their heirs and assigns, forever, against the lawful claims and demands of all persons, claiming by, through or under them, the said Stephen Thornton, William Thornton, Anna Thornton, Nicholas Smith, and Patience, his wife, and Benjamin Thornton, or either of them. And I, Betsy Thornton, wife of the said William Thornton, do by these presents, release and quit claim unto them, the said Moses Eddy and Samuel Eddy, all my right of dower in the premises aforesaid, lying to the southward of the line aforesaid. In witness of all which, the parties aforesaid have hereunto interchangeably set their hands and seals, this seventeenth day of February, one thousand eight hundred and three.

MOSES EDDY, [L. S.]
SAMUEL EDDY, [L. S.]
HANNAH EDDY, [L. S.]
MARTHA EDDY, [L. S.]
WILLIAM THORNTON, [L. S.]
ANNA THORNTON, [L. S.]
NICHOLAS SMITH, [L. S.]
her
PATIENCE ⋈ SMITH, [L. S.]
mark.
BENJAMIN THORNTON, [L. S.]
BETSEY THORNTON, [L. S.]
his
STEPHEN ⋈ THORNTON, [L. S.]
mark.

Signed sealed and delivered in presence of

AMOS HOPKINS,
HENRY WHEATON,
JOHN SWEET,
ABR'M BELKNAP.

Providence, sc. In Providence, February 18, A. D. 1803. Personally appeared the aforenamed Moses Eddy and Samuel Eddy, and acknowledged the aforewritten instrument, to be their voluntary act and deed.

Before me, NATHAN W. JACKSON,
Jus. of Peace.

Providence, sc. In Johnston, February 19, A. D. 1803.—Personally appeared the aforenamed Stephen Thornton, William Thornton, Anna Thornton, Nicholas Smith and Benjamin Thornton, and acknowledged the aforewritten instrument to be their voluntary act and deed. On the same day aforesaid, at Johnston, aforesaid, personally appeared the aforenamed Patience Smith, wife of the said Nicholas Smith, and being examined privily and apart from her said husband, declared that the aforesaid instrument shewn and explained to her by me, was her voluntary act, and that she did not wish to retract the same.

Before me, ABR'M BELKNAP, Just. Peace.

Rec'd for record Feb. 13, A. D. 1804, at 2 o'clock, P. M., and recorded accordingly.

Witness: BENJ'N WHIPPLE, T. Clerk.

True copy of the record on pages 445 and 446 of the book record of Deeds No. 3, of the town of Johnston.

Attest: ROBERT WILSON, Town Clerk.

Johnston, Nov. 16, 1853.

DIVISION OF LAND BETWEEN WM. THORNTON ET AL.

Whereas, at a Court of Probate, holden in Johnston, in the County of Providence, the 27th day of December, A. D. 1817, the subscribers were appointed, authorized and empowered to make partition between the heirs of Benjamin Waterman, late of Johnston, deceased, viz: Lydia, the late wife of Stephen Thornton, who died, leaving four children, now living, viz: Wm. Thornton, Anna Wilkinson, Patience Smith and Benjamin Thornton, Betty, the late wife of Daniel Carpenter, who died, leaving three children, viz: Hezekiah Carpenter, Phebe Chaffee, and Betty Carpenter; Mary, the late wife of Olney Angell, who died, leaving one child now living, viz: Catharine L. King, and Arthur Waterman, who is now living, of certain lots of lands, situate, lying and being in the township of said Johnston, being the part of the house farm of Benjamin Waterman, that was set off and assigned to his widow, Catharine Waterman, now deceased, as her right of dower in said estate, and is described as follows—one lot of land, situate in the west side of the road, leading

from Hartford Turnpike to Peter Briggs, containing about six acres, with one half of a dwelling house, and other buildings thereon—one other lot of land containing four acres, situate on the east side of said road, over and opposite the other lot—one other lot situate near the Merino factory, and adjoins on the west side of Woonasquatucket River, and contains three acres, called the wood lot, all of which lots are particularly described in the division of the said Benjamin Waterman deceased real estate, which they the said Anna Wilkinson, Patience and Benjamin in the right of their mother Lydia; Hezekiah, Phebe and Betty, in the right of their mother Betty; Catharine, in the right of her mother Mary, and Arthur hold together, as tenants in common, to be divided into four equal parts.

Wherefore, pursuant to our appointment, being first duly sworn, agreeable to law, after notifying the parties, we met on the premises, and made a survey thereof, and after seeing the quality, we made our apprisal thereof, according to the present value thereof, and provided to put the same into four equal parts, or divisions as laid down on the plat hereto subjoined, and marked No. 1, No. 2, No. 3, No. 4. Now to make the most impartial draught of said tickets, we authorized Lyndon Knight, to draw in the right of Lydia Thornton, deceased, heirs, who refused to draw, and William Waterman, 3d, in the right of Betty Carpenter, deceased heirs, who were not present; Catharine King, in the right of her mother Mary Angell, deceased, and William B. King, in the right of Arthur Waterman, when the lot No. 1, containing three quarters of an acre, and thirty-six square rods, with the said one half of said dwelling house particularly described in said division of the said Benjamin Waterman, deceased, estate, with the crib or stable, and other improvements and privileges thereto attached, fell to the heirs of Lydia Thornton, deceased, appraised, at 187 dollars and fifty cents. No. 2 described on the plat hereto annexed, bounding southerly on lot No. 1; westerly on William B. King; northerly on lot No. 3, and easterly on said road, cont'g one acre, three quarters, and thirty-five rods; one lot adjoining easterly on Woonasquatucket river, southerly and westerly on land belonging to Ab'm King, deceased, containing three acres; one other small lot, containing forty-five rods, bounding westerly on the aforesaid road, northerly on Christopher Wilkinson's land; easterly and southerly on lot No. 4, with the privileges and appurtenances thereto belonging, fell to Catharine L. King, appraised at $187 50; the lot No. 3, containing three acres, two quarters, and thirty-five square rods, bounding southerly on lot No. 2; westerly on William B. King; northerly on Samuel Green, and easterly on the aforesaid road, with the privileges, appurtenances thereto belonging, fell by said allotment to the heirs of Betty Carpenter, deceased, and appraised at $187 50. One other lot No. 4 on said plat, containing three acres, two quarters, and thirty-five square rods, bounded westerly on said road; northerly, partly on said small lot No. 2, and partly on said

Christopher Wilkinson; easterly on Samuel Green, and southerly on W. B. King, with the privileges and appurtenances thereto belonging, fell by said allotment to Arthur Waterman, appraised at $187 50.

And for the greater certainty of the description of the rights of the parties to the respective parts of said land and premises, and of the several lines, by us agreed upon, we have caused a plat of the same to be annexed, with the names of the parties, and the number of acres on the parts of said land, to whom they respectively appertain. We have also erected bounds and monuments at the angles of said lots.

In testimony whereof, we have hereunto set our hands and seals this twenty-sixth day of June, in the year eighteen hundred and twenty.

DEED.

JOHN MANTON TO JOSHUA GREENE. TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME:—

Know ye, that I, John Manton, of Providence, in the County of Providence, in the colony of Rhode Island, &c., Yeoman, Sendeth Greeting,—

That I, the said John Manton, for and in consideration of the paternal affection, and natural love and good will that I have and do bear, unto my well beloved son-in-law, Joshua Greene, of Warwick, in the county of Kent, and colony aforesaid, Yeoman, and my well beloved daughter, Mehitible, wife of the aforesaid Joshua Greene, and for their promotion in the world, and for divers causes and considerations, me thereunto moving, have given, granted, aliened, enfeoffed, conveyed and confirmed, and do by these presents give, grant, alien, enfeoff, convey and confirm, from me, the said John Manton, my heirs, executors and administrators, free and clear unto the said Joshua Greene, and Mehitible his wife, their heirs and assigns forever.

Two certain tracts or parcels of Land, situate in the township of Providence, and one of the said tracts is part of my homestead farm, on which I now dwell, and lies to the eastward of the highway that leads by my now dwelling house and is the north part of the tract that lies to the eastward of said road, and bounded as followeth, beginning at the north-west corner of said tract, and so to run south as the way goes, forty rods, and then a due east line, through said tract to the river that runs through said tract of land, and so bounded easterly by or on the river as far north as my land extends, then to the first mentioned bound. The other tract being situated about four miles and a half from the town of Providence, and is partly adjoining to or near a hill in the township of Providence, called Sekescartt hill, and contains by estimation about one hundred acres, and is bounded northeasterly on land of Barrick McDonald, easterly on land claimed

by the said John Manton, southerly on lands of Edward Tripp, and westerly on lands belonging to the heirs of Edward Manton, deceased.

To have and to hold the aforesaid given and hereby granted tracts of land with the appurtenances thereof and thereto belonging, or in any wise appertaining to the said Joshua Green and Mehitable his wife, and to their heirs and assigns forever; and I the said John Manton, for me, my heirs, executors and administrators, do hereby covenant, promise and grant, to and with the said Joshua and Mehitable, their heirs, executors and administrators and assigns, in manner and form following; that is to say, that at and immediately before the ensealing and delivering of these presents, I, the said John Manton, am the true, sole, and lawful owner of the said given and conveyed tracts of land, and premises, with the appurtenances, and have in myself full power, good right, and lawful authority, to give, grant and convey, and dispose thereof in manner and form as aforesaid, and the same is free and clear, and freely and clearly acquitted, exonerated and discharged of and from all and all manner of former and other gifts, grants, bargains, sales, leases, releases, mortgages, jointures, dowers, titles, troubles, charges, alienations and incumbrances, of what name and nature soever, and the said Joshua and Mehitable, their heirs and assigns, shall and may from time to time quietly possess and enjoy the same, free and clear from any claims and demands, made by me, the said John Manton, my heirs, executors and administrators, or any other person or persons claiming or to claim, for, by or under me.

In witness whereof, I, the said John Manton, have hereto put my hand and affixed my seal, the seventh day of February, in the thirtieth year of his majesty's reign, George the Second, King, &c. Anno Domini, 1757.

Witnesses present,
STEPHEN POTTER,
J. WALTON, JUN.

JOHN MANTON. [L. S.]

KENT, ss. On the seventh day of February, A. D. 1757, personally appeared Mr. John Manton, aforementioned, and acknowledged the afore written instrument to be his voluntary act and deed, hand and seal thereto affixed.

Before me, STEPHEN POTTER, Justice of the Peace.

Recorded, August 12, 1758,
per JAMES ANGELL, Town Clerk.

CITY CLERK'S OFFICE,
Providence, Nov. 14, 1853.

I hereby certify that the within and aforewritten Instrument is a true copy of Record in this Office, in Book No. 14, Page 404, of the Record of Deeds.

ALBERT PABODIE, City Clerk.

EXTRACT FROM DEED. JOSHUA GREENE, ET AL., TO EPHRAIM PEARCE, ET AL.

Joshua Greene and Mehitable his wife, to Phebe Pearce and Ephraim Pearce "for and in consideration of natural love and affection," dated April 5th, 1759, viz: "And do by these presents give, grant, convey and confirm, unto the said Ephraim Pearce and Phebe Pearce, and to their heirs and assigns forever, all our right, title and interest, in and to a certain farm or tract of land lying in Johnston, in the county aforesaid, containing about one hundred and eighty acres more or less, with a dwelling house thereon standing, bounded as follows: Beginning at a stake and heap of stones, thence north 41 deg. east one hundred and eighteen poles to a heap of stones, where Assaponsett brook crosseth the road, then north 23 deg. west bounding on said road 128 poles to a heap of stones; then west 21 deg. south 32 poles to a stake; then west 25 deg. north 14 poles, to a small walnut tree, marked, standing near the wading place over said brook; then south, near 5 deg. east 166 poles to a red oak tree, being the north-east corner of land belonging to the heirs of Henry Harris, deceased; then south 42 deg. east, 67 poles to a heap of stones; then east 10 degs. north 44 poles to a maple tree, Esq. Harris's bound; then straight to the first mentioned bound, it being the same tract of land that we, the said Joshua and Mehitable together with the said Ephraim and Phebe, do hold as tenants in common by virtue of a deed of gift, from our Honored Father, John Manton, dated May 22d, A. D. 1758, as on record may appear. To have and to hold, &c.

TOWN CLERK'S OFFICE,
Johnson, Feb. 11th, 1854.

I certify the foregoing contains a true copy of the description of the land in a deed, Joshua Greene and wife to Ephraim Pearce and wife, dated April 5th, 1759, as appears of Record in this office, in Book No. 1, page 19.

ROBERT WILSON, Town Clerk.

EXTRACT FROM DEED OF BENJAMIN WATERMAN TO JOSHUA GREEN. — "CONSIDERATION 75 POUNDS, THREE SHILLINGS, TWO PENCE, LAWFUL MONEY," VIZ:—

"Unto him, the said Joshua Greene, his heirs and assigns forever, two lots of land situate lying and being in the township of said Johnson, one of which lots contains seventy-seven rods of land, and is part of the homestead farm, of the said Benjamin Waterman, together with his half part of the dwelling house thereon standing, and is

bounded as followeth, to wit: beginning at a stake, then north thirty-eight degrees west two poles and five feet to a stone wall; then east sixteen degrees north, four poles and a half to the middle of the well; then north, twenty-three degrees east, two poles and seven feet to the middle of the house; then north fifty-nine degrees east, two rods and six feet, through the middle of said house, to the easterly end thereof; then north sixty-five degrees east eight poles and four feet to the highway; then south nine degrees east, eight rods, lacking two feet, and bounding on the highway to a stake, and from thence on a straight line to the first bound. The other lot lyeth on the easterly side of said highway, and contains thirty-two and a half rods of land, and is bounded as followeth, beginning at a stake; then north five degrees west two rods and two feet to another stake; then east three degrees, north twenty rods to a stake; then straight to the first mentioned bound."

TOWN CLERK'S OFFICE,
Johnson, Feb. 11, 1854.

I certify the above is a true copy of the boundaries of the land in said deed from Benjamin Waterman to Joshua Greene, dated June 14th, 1773, and recorded in Book No. 2, Page 37, as appears of record in this office.

ROBERT WILSON, Town Clerk.

EXTRACT OF DEED. JOHN MANTON TO BENJAMIN WATERMAN, JR. CONSIDERATION £5153, OLD TENOR, VIZ:—

"Unto him the said Benjamin Waterman, Jun., his heirs and assigns forever, one certain tract or parcel of land, situate, lying and being in the township of Johnson aforesaid, being part of the lands my brother Shadrach Manton, late of Providence, deceased, died seized of which said land is called and known by the name of the Shadrach farm or land, at a place called and known by the name of Sekisacut, and is bounded as followeth, viz:—Beginning at a heap of stones, where was formerly an elm tree, and from thence north twenty-six degrees east, forty-two poles to a heap of stones; then west near thirty degrees north, sixy-four poles to a heap of stones; then west, eight degrees north, eighty-six and a half poles to a heap of stones; then south near four degrees east, sixty poles to a red oak tree; then south forty-three degrees east, sixty-five poles to a heap of stones; then south, thirty-four degrees east, forty-two poles to a heap of stones; then east ten degrees north, forty-five poles and a half to a heap of stones; then a straight line to the first mentioned bound, and is bounded south-westerly partly by land in possession of Zephaniah Eddy, and partly with land in ye possession of Thomas Angell,

all the lands within the circumference of the aforementioned courses, and distances, be the same more or less." To have, &c.

BENJA. WHIPPLE, [L. S.]
NATHAN A. BROWN, [L. S.]
BENJAMIN KIMBALL, [L. S.]

EXPENSES OF DIVISION.

To Benja. Whipple, 2 days surveying and drawing plat and report,	$5 00
Nathan Brown,	3 00
Benja. Kimball,	3 00
	$11 00

A true copy—witness:
SAMUEL W. KING, T. Clerk.

RHODE ISLAND DISTRICT SC.

Clerk's Office, Circuit Court,
At Providence, October 31st, 1853.

I certify that the foregoing four pages, contain a true copy of a copy of a paper, filed with the answer of Zurial Potter, in the case of equity, Elizabeth Moore vs. Emily Hawkins et al., to the supplemental Bill—duly examined and compared.

{ L. S. } In testimony whereof I have hereunto set my hand, and the seal of said Circuit Court on the day and year above written.

JOHN T. PITMAN, Clerk.

TOWN CLERK'S OFFICE,
Johnston, Feb. 11, 1854.

I certify the above is a true copy of the description of the land described in a deed, John Manton to Benjamin Waterman, dated June 2d, 1759, and recorded in Book No. 1, Page 1213, as appears of Record in this office.

ROBERT WILSON, Town Clerk.

And at an adjournment of the November Term, A. D. 1853, holden on the 26th day of April, 1854, upon motion of the Respondents to re-open the Commission to take Testimony, it was ordered that the Commission be extended twenty days.

Whereupon a Commission duly issued and the Testimony was taken as follows:

UNITED STATES OF AMERICA.

RHODE ISLAND DISTRICT, SC.

{ L. S. } The Circuit Court of the United States, within and for the Rhode-Island District,

To Joseph S. Pitman, of Providence, in said District, Esquire, Greeting:

Know ye, that upon motion of Respondents, reposing confidence in your wisdom, prudence, and fidelity, we have appointed, and by these presents do further authorize and empower you to take the depositions of such persons as may be brought before you by either party, to be used in a certain cause now pending in said Court, wherein Elizabeth Moore, of Genoa, in the County of Cayuga, in the State of New York, widow, and a Citizen of the State of New York, is complainant, and Benjamin W. Hawkins and Ray Greene, of Johnston, in the County of Providence, in the State of Rhode Island, yeomen, and citizens of the State of Rhode Island.

And to this end, at certain days to be by you appointed for that purpose, to cause said witnesses, as aforesaid, to be brought before you, and each witness, while present before you, to examine carefully on oath touching the premises. And when you shall have taken the examination as aforesaid, to reduce or cause the same to be reduced to writing, and to be subscribed by each of said witnesses in your presence. And the same, so taken and subscribed, to return, together with this Commission and your doings herein enclosed, sealed and directed to the Circuit Court aforesaid, on or before the sixteenth day of May inst.

In testimony whereof, we have caused the seal of the said Circuit Court to be hereunto affixed.

Witness, the Honorable Roger B. Taney, at Providence, this first day of May, in the year of our Lord, one thousand eight hundred and fifty-four.

JOHN T. PITMAN, *Clerk.*

RHODE ISLAND DISTRICT SC.

Clerk's Office, Circuit Court,
At Providence, May , 1854.

Then personally appeared the aforenamed Joseph S. Pitman, and made oath that he would faithfully and impartially discharge the duties reposed in him to the best of his skill and understanding,

Before me,

JOHN T. PITMAN, *Clerk.*

UNITED STATES OF AMERICA.

RHODE ISLAND DISTRICT, SC.

To the Honorable the Circuit Court of the United States within and for the Rhode Island District,

Providence, May 16th, 1854.

I, Joseph S. Pitman, the Commissioner within named, report, that having been duly sworn to the faithful and impartial discharge of my duties under the same, met the parties and their counsel, upon the 6th inst., and took the depositions of Earl Knight, Alpheus Fenner, Lucinda Potter, and James Fenner, and then adjourned to meet at my office on the tenth inst., when and where I took the depositions of Elisha S. Winsor and Daniel Brown, at the request of the Respondents in the within named cause. The Complainants having been duly cited to appear, as appears by the citation herewith returned. Both parties were present in person and by counsel at the foregoing, and on the 15th inst., by agreement of parties herewith returned, I took an additional answer from Elisha S. Winsor, neither party being present either personally or by counsel. The several depositions before named are herewith returned. The several Deponents, before testifying, were duly sworn to testify the truth, the whole truth, and nothing but the truth, and their depositions were by me reduced to writing in their presence, and by them subscribed in my presence.

Witness my hand—

JOSEPH S. PITMAN,
Commissioner within named.

Commissioners' Fees,	
6 Depositions,	13,60
6 Oaths,	60
Citation,	30
Return,	45
Caption,	15
2 Days,	6,00
	$21,10
10 miles travel,	50
	$21,60

DEPOSITION OF EARL KNIGHT.

I, Earl Knight, of Johnston, of lawful age, being first duly cautioned and sworn, on oath depose and say:

First Question by C. F. Tillinghast, Esq., for the Respondents.—What is your age and where have you resided ?

Answer.—I am in my seventy-second year. In 1805 I resided in Johnston, near the Johnston meeting house, just east of the meeting house. I resided there seven years, the most of the time. I resided at my father's part of the time. I managed that place. In 1812, I moved from down there, over to Cranston, to Knightsville. Then I moved to where the Cranston poor-house is now. I built that house in 1817. I sold out that place and moved out in 1835 to Knightsville, to the tavern. In 1836, I moved to where I now live, down to the Greek tavern, and have been there seventeen years the 7th day of this last April.

Second Question.—Are you acquainted with the house and adjoining land, in Johnston, now occupied by Ray Greene; if so for how long time have you known it ?

Answer.—I have known the house for sixty years or more, not knowing who was the occupants exactly, all the time. I am not acquainted with who occupied the land for that time. They told me it was Ben Waterman's barn, one time when I got catched in a shower when I came from Swampscot Pond, or from James Winsor's house, on a visit. That time was in the month of August. I can't recollect the year. I was ten or eleven years old. I may have been a dozen. I remember noticing the timber in the barn; it was uncommonly timbered. The barn did stand on the lands Mr. Ray Greene owns now, where the William Greene's house now stands. It was on the east side of the road, right across the road from Mr. Ray Greene's gate. That house was occupied by William Greene when I moved here, they said he built it, that he bought the land of Christopher Wilkinson, or his father did.

Third Question.—In whose possession was the said house and land, now occupied by Ray Greene, when first known to you, and from that time to the present who has been in possession ?

Answer.—When I first knew the house, Mehitable Greene occupied it. I think that was her name. She was then a widow, and as I was informed the widow of Joshua Greene. For the seven years from 1805, Samuel Greene occupied it. He was said to be the son of Joshua and Mehitable Greene. I was along here frequently afterwards, and when I see Mr. Greene I expected he managed here then. I don't recollect the year he died. After that there was a division, and I was not along here much, and I don't know how they cut up their land and who occupied it. Ever since I have been in the town the second time, these eighteen years, Mr. Ray Greene has been in possession of this house and the land way through on the west side and mostly on the east, as far as the lines run.

Fourth Question—Did you ever know any other person to be in the possession of said house and land except Samuel Greene and some of his descendants ?

Answer.—No, sir.

Fifth Question.—Are you acquainted with the land in Johnston occupied by Benjamin W. Hawkins, and if so for what length of time?

Answer.—Yes, sir. I have been acquainted with it for forty-nine years.

Sixth Question.—In whose possession was the said land when first known to you, and from that time to the present who has been in possession?

Answer.—In William B. King's hands; the old gentleman's, 'Squire King. It descended from William B. King to Josiah King. Then it went into the hands of Josiah King's two sons, Jackson and Augustus, in some trade. I dont know but they were all three concerned in it. Then they sold out to Governor King, and from Gov. King it went into Mr. Hawkin's hands. There was a piece of this land which went into the turnpike road of what is called the Josiah King purchase of the Benjamin Waterman estate. I always understood that Josiah King bought it, and it descended to William B. King; so I was informed.

CROSS EXAMINATION.

First Question by D. Randall, Esq., for the Complainant.—How far south of the house built by William Greene did the Josiah King purchase extend?

Answer—It extended down close to my house. I can't tell how many rods it is. The 'Squire here has measured it, he can tell. The Josiah that I mean was the father of William Borden King.

Second Question.—How much of said Josiah King's purchase does your house occupy?

Answer.—It occupies forty feet square, but the lot is one hundred and fifty rods, lacks ten rods of an acre, so the deed says. William B. King made it to his son, Josiah.

Third Question.—Does the house built by William Greene stand where the barn alluded to in your deposition stood?

Answer.—About on the same ground as near as I can recollect.

Fourth Question.—Have you at any time ever been called upon or notified as to any claim on the land, where your house stands, and if so by whom?

Answer.—I was noticed to hear a deposition which was once taken, that is all that I know about it. Mr. Randall and Mr. Smith was surveying through the road here, he said they shouldn't put my house and lot into the Bill of Equity, for it didn't reach up to it by fifteen rods when they came to survey it, so I concluded that it must be Burden land from the first start.

Fifth Question.—Whose deposition was it that you was cited to hear?

Answer.—Miss Winsor's. Marcy Winsor, I believe, and Lydia Waterman's.

Sixth Question.—Previous to this or after, was you not served with a writ by the Marshal in ejectment?

Answer. No, sir, not to my knowledge, never, sir.

Seventh Question.—Please describe where the house built by William Greene is situated.

Answer.—It is right across the road here, from Ray Greene's and a barn standing a little to the north, in front of it.

Eighth Question.—You say the land included in the Josiah King's purchase of the Waterman's estate, extends south to the turnpike.

Answer.—I can't say whether it extends south of the turnpike or not. The Turnpike runs through the King land, whether it was William B. King's purchase or Josiah King, I can't say. I never looked to the record for that. Where the lime kiln is was the King land. That is on the south side of the turnpike, William B. King occupied it.

Ninth Question.—Was this a part of what was called the Bog Swamp?

Answer.—I never heard it called by that name. There was a swamp there, in which Mr. King claimed the maple, the timber standing.

Tenth Question.—You say when you first knew the house and land where Ray Greene now lives, you do not know who occupied it at that time?

Answer.—Certainly not, for I wasn't more than seven or eight years old when I passed by on the road.

Eleventh Question.—You say after Samuel Greene came into possession, he occupied it until his death; was his occupation to your knowledge anything more than the occupation of other persons, improving lands in that vicinity?

Answer.—I dont't know as it was, sir. He farmed it very well.

Twelfth Question.—Do you know of any land owned by Arthur Waterman, and if so where was it situated? Please to describe as near as you can.

Answer.—I don't know of lands owned by Arthur Waterman. I know of lands owned by William B. King.

Thirteenth Question.—Where was the land you say William B. King owned situated?

Answer.—It is back of my house, a piece. There is something about three acres, or a little more. I don't know the quantity exactly. It is a piece of meadow land which lies back here. It comes with a fence up the road nearly opposite to Richard Thornton's. Then there is a piece which comes on this way, which was called the Widow Waterman's thirds.—It joins somewhere near the Wilkinson lot. I don't know but there may be a lot or two between, and I don't know as there is.

Fourteenth Question.—What was the meadow lot generally called?

Answer.—It was called the Arthur meadow. That is what it was

generally called amongst us, and I don't know but Mr. Hawkins calls it so to this day.

Fifteenth Question.—Whom do you mean by Arthur?

Answer.—Why they said it was Arthur Waterman, a man that I didn't know or wasn't acquainted with.

Sixteenth Question.—In whose possession is the meadow at the present time?

Answer.—In that of Benjamin W. Hawkins.

Seventeenth Question.—Has said meadow land been in controversy and contested in the law to your knowledge?

Answer.—No, sir, no other way than by hearsay. I have no personal knowledge. If it was so, I didn't live in the town at the time.

Eighteenth Question.—Who have you heard say anything about it, and when?

Answer.—Well, I don't recollect of any particular one. I don't know when there has been talk about it from one to another. I heard Kit Wilkinson tell about it, I guess it was five years ago. I couldn't say how long it was. He used to come along and talk about it. He and King had a controversy, old 'Squire King, William B. King. They had a dispute about the land. Before I bought there, I asked Christopher Wilkinson about it, and he said he never should try for it any more.

Nineteenth Question.—Was this meadow land called the Arthur lot within the purchase of Josiah King of the Waterman estate?

Answer.—I have understood not, sir. It was the Waterman land, but not of the Josiah King purchase.

Twentieth Question.—Of whom did you understand William B. King purchased said piece of meadow land?

Answer.—I have understood that he purchased it of Arthur Waterman.

Twenty-first Question.—Do you, or do you not know, that this was the tract of land which the said Wilkinson recovered of the said William B. King?

Answer.—I have hearn say so, but I have never heard of his being in possession.

Twenty-second Question.—Do you, or do you not know, that Nicholas Smith, Benjamin Thornton, or any of the Manton heirs, occupied and improved said meadow land, after this controversy between Wilkinson and said King?

Answer.—No, I do not. I never knowed of their doing of it; of their improving it.

Twenty-third Question.—Has said meadow land been in the peaceable possession of said William B. King, and those claiming under him, sinee you have known it?

Answer.—Yes sir, I have heard no dispute since, until this Bill in Equity came up. If I had, I should have been a very insane child to have laid my money out in that house and lot.

Twenty-fourth Question.—In 1820, up to 1836, you resided in Cranston?

Answer.—Yes, from 1812 to 1836.

Twenty-fifth Question.—What interest in the Bill you have just alluded to, have you, if any?

Answer.—I don't know as I have any, and I don't know but I have. I don't know; I never have examined records to see whether I am on lands which the Bill in Equity covers, or not.

Twenty-sixth Question.—Who is now in possession of the land called the dower land, above alluded to, to wit, Catherine Waterman's?

Answer.—Benjamin W. Hawkins. I don't know of any others in the King concern.

Twenty-seventh Question.—Who is in possession of the dower land of said Catherine Waterman on the east side of the road?

Answer.—It is more than me to tell you of all of it. I told you of Mr. Hawkins, that is all that I know, who they are in possession on the east side of the road.

Twenty-eighth Question.—Is not Ray Greene in possession of all or a part of said dower land on the west side of the road?

Answer.—I don't know of any of it, not to my knowledge.

Twenty-ninth Question.—In answer to the twenty-third cross interrogatory, you say that you do not know of your own knowledge that said meadow land has been peaceably held by said King, and those claiming under him; have you not understood directly, or indirectly, that said land has not been held without interruption?

Answer.—How many times are you going to put that question to me? I don't know it, but I have hearn say so. I wasn't about here, and heard nothing about it until I came into the town.

Thirtieth Question.—Have you so understood; and if so, from whom and when?

Answer.—Well, I don't know who to name. I have hearn folks since the Bill in Equity came up, talk about it, and talking it just as it is; they say they can see no chance for the bill.

his
EARL ⋈ KNIGHT.
mark

Witness:

JOSEPH S. PITMAN.

Witness Fees,
1 day 1,50
1 mile 10

$1,60

Sworn to and subscribed before me, this sixth day of May, A. D. 1854.

JOSEPH S. PITMAN,
Commissioner.

Commissioners fees, 23 fol.,	4,60
Administering oath,	,10
	$4,70

DEPOSITION OF ALPHEUS FENNER.

I, Alpheus Fenner, of Johnston, of lawful age, being first duly cautioned and sworn, on oath depose and say,

First Question, by C. F. Tillinghast, Esq., for the Respondents.—What is your age, and where have you resided?

Answer.—I am sixty-one; I have resided in Johnston.

Second Question.—Are you acquainted with the houses and adjoining land now occupied by Ray Greene and Benjamin W. Hawkins, respectively, if so, for how long a time have you known them?

Answer.—Yes sir. I have known them from 1810, I guess; certainly as long as that. That is the land. I know the land of Mr. Greene, and that Mr. Hawkins occupies now, as long as that.

Third Question.—In whose possession have they been from the time you have first known them, until the present time?

Answer.—Samuel Greene was in possession of that now occupied by Ray Greene, when I first knew it. Samuel Greene died, and his sons cut it up, and they have occupied it and owned it, or Ray does know the principal part of it, since. William B. King occupied that now occupied by Mr. Hawkins, when I first knew it. Josiah, his son, succeeded him. I don't know how it went after that. I don't know to whom he sold it; I wasn't here then, I was in another country. I knew the land very well; I worked on it for William B. King in 1812, at the time the war was declared.

Fourth Question.—Have you ever worked on any part of the Ray Greene land?

Answer.—No Sir.

Fifth Question.—On what particular piece of land did you work for William B. King?

Answer.—On all parts of his farm—on his meadow that Hawkins has possession of. I worked on that, mowing, in 1812, and have since, too. It was as much as twenty-two years after I first worked for King on that meadow, that I worked on it for the last time for him.

Sixth Question.—How long have you known Benjamin W. Hawkins to be in possession of the land now occupied by him?

Answer.—A little over four years. It is four years the first of last December since I came into the State. I was out of the State between the times I have mentioned, some time.

Seventh Question.—Have you worked on said land for Benjamin W. Hawkins, and if so, when?

Answer.—Yes, about two years ago; two or three years ago.

CROSS-EXAMINATION.

First Question, by D. Randall, Esq., for the Complainant.—Do you know of your own knowledge who was in possession of said lands during the twenty-two years that you was absent?

Answer.—I don't know.

ALPHEUS FENNER.

Witness Fees,
1 day 1,50
10 miles ,50

$2,00

Sworn to and subscribed before me, this twentieth day of May, A. D., 1854.

JOSEPH S. PITMAN,
Commissioner.

Commissioner's fees, 5 fol., $1,00
Administering oath ,10

$1,10

DEPOSITION OF LUCINDA POTTER.

I, Lucinda Potter, of Johnston, of lawful age, being first duly cautioned and sworn, on oath depose and say,

First Question by C. F. Tillinghast, Esq., for the Respondents.—What is your age, and where have you resided?

Answer.—Nearly seventy-one. In Cranston and Johnston I have resided the most of the time; have been in the city for a fortnight or so, at times; my home has been in Johnston.

Second Question.—How long have you lived in the house in which Ray Greene now lives; or how long have you made it your home there?

Answer.—Fifty-nine years in the family. It is about forty-eight or nine years since we moved down from the other house; it may be more and it may not be so much.

Third Question.—In whose possession has the said house and adjoining lands been since you first knew it, to the present time?

Answer.—In the Greene family; it belonged, I believe, ever since I knew it, to the Greene family. It belonged to old Mrs. Greene, Joshua Greene's widow, when I first knew it, and then it belonged

to her two sons, and then to her grandson; it fell to her two sons, and then to her grandchildren. Samuel Greene and John Greene were her two sons I refer to. I don't know as I can recollect all her grand children. It was in the possession of Samuel Greene after it was in the possession of Joshua Greene's widow. Ray Greene, and Duty, and Daniel and William Greene possessed it after Samuel. There was another son, named George, who has been dead a great many years. Mary was a sister of Ray—she married Jerry Tillinghast, and is now dead.

Fourth Question.—How long has Ray Greene occupied the house where he now lives?

Answer.—I should think forty years, or more than that.

CROSS EXAMINATION.

First Question, by D. Randall, Esq., for the Complainants.—Is the house now occupied by Ray Greene, the mansion house of the late John Manton?

Answer.—Yes, sir.

her
LUCINDA ⋈ POTTER.
mark.

Witness:
J. S. PITMAN.

Witness Fees,
1 day, $1,50.

Sworn to and subscribed before me, this sixth day of May, A.D. 1854.

JOSEPH S. PITMAN,
Commissioner.

Commissioner's fees, 4 fol.,	80 cents
Administering oath,	10
	90

DEPOSITION OF JAMES FENNER.

I, James Fenner, of Johnston, of lawful age, being first duly cautioned and sworn, on oath depose and say,

First Question, by C. F. Tillinghast, Esq., for the Respondents.—What is your age, and where have you resided?

Answer.—I am in my fifty-second year. I have resided in Johnston.

Second Question.—Are you acquainted with the house and ad-

joining land, now occupied by Ray Greene and Benjamin W. Hawkins, respectively; if so, for how long a time have you known them?

Answer.—Yes, I have known them from 1820, as long as that.

Third Question.—In whose possession have they been from the time you have first known them until the present time?

Answer.—That occupied by Ray Greene was in possession of Samuel Greene, when I first knew it. His son Ray has occupied it ever since he died. That occupied by Mr. Hawkins was occupied by Mr. William King, when I first knew it, then Josiah King; then he sold it to his brother Samuel. Gov. Samuel King sold it, I suppose, to Mr. Hawkins.

Fourth Question.—Who was the William King referred to by you?

Answer.—Old William B. King.

Fifth Question.—Have you worked on any part of this land, and, if so, at what time, for whom, and on what part?

Answer.—Yes. I have worked on that which Hawkins occupies, the Arthur meadow, as they called it. I worked on it in 1822. I worked on it the year William B. King died; I don't know how long ago that was. I have worked on it some for Mr. Hawkins. I worked on it the last time, last year. When I worked on it in 1822, I worked for William B. King, and for him the year that he died.

Sixth Question.—Have you worked on the Ray Greene part of the land, and for whom and when?

Answer.—Yes, for Ray Greene, five or six years back, or so.

Seventh Question.—Did you work on that land for Samuel Greene?

Answer.—No, I never worked for him; I didn't live just within the neighborhood then; I wasn't much acquainted with him, nor as much acquainted in the neighborhood as I have been since.

CROSS EXAMINATION.

First Question, by D. Randall, Esq., for the Complainants.—You are sure you worked on the Arthur meadow for William B. King, in 1822?

Answer.—Yes, sir.

JAMES FENNER.

Witness Fees,
1 day 1,50
2 miles ,10

Sworn to and subscribed before me, this sixth day of May, A. D. 1854.

JOSEPH S. PITMAN,
Commissioner.

Commissioner's Fees, 5 fol.,	$1,00
Administering oath,	,10
	$1,10

DEPOSITION OF DANIEL BROWN.

I, Daniel Brown, of Johnston, in the State of Rhode Island, of lawful age, being first duly sworn on oath, depose and say:

First Question, by C. F. Tillinghast, Esq., for the Respondent.—What is your age, and where has been your residence?

Answer.—I am fifty-eight years of age, and have always resided in Johnston.

Second Question.—Are you acquainted with the house and adjoining land in Johnston, now occupied by Ray Greene, if so for how long time have you known it?

Answer.—Yes. I have known it from my earliest recollection, more than forty years certain.

Third Question.—In whose possession was it when first known by you, and who has been in possession from that time to the present?

Answer.—In Samuel Greene's when first known to me, since the decease of his father, Ray Green has been in possession of it.

Fourth Question.—Did the said Samuel and Ray claim to be the owner of it and exercise the acts of ownership over it?

Answer.—Yes, sir. I never heard anything to the contrary.

Fifth Question.—Are you acquainted with the land in Johnston called the Arthur meadow, and for how long a time have you been so acquainted with it?

Answer.—Yes. For forty-five years.

Sixth Question.—In whose possession has that been during that time?

Answer.—It was in William King's possession. I guess it was William B. King's, he was the father of Gov. King, I think until he deceased. It is in the possession of Benjamin W. Hawkins now, whom he derived his title from I do not know.

Seventh Question.—Did the said King and Hawkins claim to be the owners of it and exercise acts of ownership over said land?

Answer.—Yes, sir.

CROSS EXAMINATION.

First Question, by D. Randall, Esq., for the Complainant.—Was the said Arthur meadow holden by the said King during the time you knew it, without interruption?

Answer.—I never heard of any interruption.

Second Question.—You know of no controversy then respecting said meadow during the life time of said William B. King.

Answer.—No, sir, I never heard of any.

Third Question.—Was the possession of Samuel and Ray Greene of the mansion house of the late John Manton and lands adjoining any wise different to your knowledge than that of the Arthur meadow by William B. King?

Answer.—I have no knowledge of their being any different.

Fourth Question.—Were their claim and ownership in any wise different than that of William B. King?

Answer.—I don't know that they were. Samuel and Ray Greene always claimed the house and Mr. King claimed the Arthur meadow as long as he lived, I believe.

Fifth Question.—Have you no knowledge, either personally or from tradition, that the estate of John Manton has been the subject of controversy?

Answer.—For a few years past, but not before Mr. King's decease; I never heard of it in his life time; I mean I never heard of any controversy until they began to talk about this suit, that is the first I ever heard of it.

Sixth Question.—Have you any knowledge or means of information respecting the title, the character of possession, of Samuel Greene and William B. King otherwise than before stated?

Answer.—No, sir, I never examined the records or any thing of that, they always called them their lands and always occupied them.

DANIEL BROWN.

Witness Fees 1 day, $1,50
10 miles, ,50

$2,00

Witness Fees p'd by C. F. T.

Sworn to and subscribed before me the tenth day of May, A. D. 1854.

JOSEPH S. PITMAN,
Commissioner.

Commissioner's Fees, 6 fol. $1,20
Administering oath, ,10

$1,30

DEPOSITION OF ELISHA S. WINSOR.

I, Elisha S. Winsor, of North Providence, in the State of Rhode Island, of lawful age and being duly sworn according to law, on oath depose and say.

First Question, by C. F. Tillinghast, Esq., for the Respondent.—What is your age and where has been your residence?

Answer.—I was sixty-one years of age in December last, my residence has been in Gloucester until within the last five years. I was one year travelling in the Western States. For the last five years I have resided in North Providence. I moved there April 18th, five years ago.

Second Question.—Are you acquainted with the land in Gloucester formerly belonging to John Manton, or with any portion of it, if so please state from what time to what time?

Answer.—I don't remember of examining any titles of the land in any clerk's office, of the John Manton tract, I lived within a half a mile of a large tract of land that was called the John Manton land. My father owned land adjoining that tract for something like a mile in extent, or over, more than that extent of what was called the John Manton land. I was acquainted with the farm that John Greene lived on, that comprised a part of that tract of land. I also knew the land that was owned by Samuel Greene, that composed a part of that same tract of land, from my earliest recollection since I was ten years of age, my recollection of knowing about land, of having my attention called to bounds, I had remembered that tract.

Third Question.—What was the general name of that tract of land?

Answer.—The Absaloni land, the hill was called the Absaloni Hill, and the John Manton land covered nearly the entire hill.

Fourth Question.—Do you know Ray Greene, of Johnson?

Answer.—I do.

Fifth Question.—Is he in possession of any part of the Absaloni land?

Answer.—He was in possession of some of it five years ago when I lived in Gloucester.

Sixth Question.—When you first knew the land, who was in possession of that portion of which Ray Greene was in possession of, five years ago?

Answer.—This land of his lay in two parcels. It was wood land; all wild land. This was wild land that was separated to be Samuel Greene's land. There was seven acres which lay adjoining my father's land, where I have since owned, that is easy to tell about, and there was eighteen to twenty-five acres in another lot which was in the extreme north part of the John Manton tract, on the part that was called the Joshua Greene land, in distinguishing from the Mehitable Greene land. I have surveyed that last parcel off into acre lots. My information about that parcel being called the Samuel Greene land, arose, not so long ago as when I was ten years old, but when I was somewhere about twenty-one years of age. I then assisted John Greene as a surveyor in running a line between what he called the Joshua Greene land and the Mehitable Greene land. John Greene, the uncle of Ray Greene, called the land

Samuel Greene's land, on the side called Joshua Greene's side, where Ray Greene now owns the eighteen to twenty-five acre lot, somewhere about that quantity. The seven acre tract was called the Samuel Greene land. I don't know as I can tell the exact period when it changed from Samuel Greene to Ray Greene. I think it was about thirty years ago, it may be forty; I can't tell exactly the time.

Seventh Question.—Have Samuel Greene and Ray Greene been in possession of that land from the time when you first knew it to the present time?

Answer. They have, as respects the seven acre lot, to as lately as I have known anything about it—that was five years ago. I might say that the seven acre lot is the first land of those Greenes that is entered from the Turnpike road, and is a place where they have ever, from my first recollection, been in the habit of going in to cut timber and things. They lived some ten miles from there, and they were in the habit of going in there to get a stick of timber, or what they wanted. It does not adjoin the Turnpike, but they entered it from the Turnpike by going across the pasture land owned by my father, and which I did own until within the last five years, and the path leading to the great tract lies through this seven acre tract. In regard to the eighteen to twenty-five acre lot in 1812, when William Greene built his saw mill on the north part of of the Manton tract of land, he, William, cut some timber when he was building his mill, from the land which Ray Greene owns; probably he had leave from somebody. I did not know about the ownership, only it was called the Samuel Greene land. I can say that William Greene cut the timber, as I have stated; otherwise Samuel Greene and Ray Greene have been in possession of it ever since my knowledge of it.

Eighth Question.—Who was William Greene?

Answer.—He was the oldest brother of Ray Greene. He is now deceased. Samuel Greene was his father.

Ninth Question—Did you know Mehitable Greene, or, as she was sometimes called, Grandmother Greene?

Answer.—I did not.

Tenth Question.—Do you know where Samuel Greene and Ray Greene lived?

Answer.—I do. They lived in Johnson, some four miles from this place, from Providence. Ray occupies the same house that his father occupied.

Eleventh Question.—How long have you known Mr. Samuel Greene and Mr. Ray Greene to be in possession of that house?

Answer.—Something more than forty years.

Twelfth Question.—Did they claim to be the owners of the said house and the land adjoining, and exercise rights of ownership over it?

Answer.—I don't know of their exercising any other acts of ownership over it besides their residing in it. I lived some ten miles dis-

tant from where they lived, but have passed that house in coming to market, more or less, for forty years or more, until within the last five years.

CROSS EXAMINATION.

First Question, by D. Randall, Esq., for the Complainant.—Whose son are you?

Answer.—Elisha Winsor is my father; his wife Barbary is my mother.

Second Question.—Did you know Joshua Winsor?

Answer.—Yes, I recollect Joshua Winsor, my grandfather. He died when I was about four years of age.

Third Question.—Did he or your father own any part of what was called the Manton land?

Answer.—They did. My Grandfather Joshua bought some of the Manton land. I think, too, that my father, when he was in his minority, bought some of it. He did buy some, between three and four acres of it, before he was of age.

Fourth Question.—Of whom did they purchase?

Answer.—My grandfather bought one parcel of Josiah King, another parcel of Daniel Manton. I don't know but he bought some of Daniel Eddy. He had some of him which I presume, but don't know, was a part of the Manton land. I think my father bought of Joseph Barnes.

Fifth Question.—How came King by the part which your grandfather bought?

Answer.—I don't understand that he did possess it, but sold it as an administrator to John Manton's estate.

Sixth Question.—Edward Manton owned land separate and distinct from that which was called John's?

Answer.—I didn't know of that fact.

Seventh Question.—What quantity did the land called the John Manton land contain?

Answer.—I have been told there was some thirteen hundred acres.

Eighth Question.—Have you any information how the Manton land was changed into that of Joshua, Mehitable, Samuel or Ray Greene, if so, please state your knowledge, and your means of knowledge?

Answer.—My knowledge is not definite enough to do so. It is hearsay. I have heard that the part north of a certain line was given or sold to Joshua Greene. I don't know; I don't recollect the authenticity of my information. I can say that there was a long line, nearly, or quite three hundred rods in length, passing between the Joshua and Mehitable Greene land. It commenced at the road on Absaloni hill, and went from the hill, westerly, nearly three hundred rods to the western extremity of the Manton tract. I know how the part called the Joshua Greene land was divided up,

who the owners were. William Greene did own some sixty acres of it in one parcel; I think some thirty acres in another parcel. Daniel Greene owned some eighteen acres of it. This lot of Ray Greene's, from 18 to 25 acres lot, as I call it, was on the tract of Joshua Greene's.

Ninth Question. Did not Joshua Greene own land on the south of the long line you have just mentioned?

Answer.—I don't know that he did.

Tenth Question.—Was not the John Greene farm a part of the Joshua Greene land?

Answer.—My apprehension is that there was a part of that north of this line, and that the John Greene farm extended to the east, that it extended further than the Mehitable Greene line that I have described. I don't know whether the part east of the road was a part of the Joshua Greene land, I don't know how that came into his possession, how it descended. I apprehend that a part of the John Greene farm was the Mehitable Greene land. I know that a part of that farm, some from 25 to 40 acres was south of the Mehitable Greene line.

Eleventh Question.—Have you any means of knowledge how Mehitable Greene acquired the land of which you have spoken?

Answer.—I have no positive means; no more than the common tradition.

Twelfth Question.—Please state that tradition as nearly as you can?

Answer.—That it was given her by her father, John Manton.

Thirteenth Question.—Have you not understood as a part of that tradition that the said Mehitable had released her right, title and interest in and to said land to said John Manton while he lived?

Answer.—I don't recollect ever to have heard anything of that kind, nothing about that.

Fourteenth Question.—Have you or have you not understood or been informed, whether Joshua Greene did not purchase all the lands of the said John Manton called Absaloni lands of Josiah King, Administrator on said Manton estate?

Answer.—I don't recollect ever to have heard anything of that kind.

Fifteenth Question.—Have you any other information respecting the possession of said lands either by the said Mehitable, Joshua, Samuel, Ray, Daniel, or William, other than you have stated in your preceding deposition?

Answer.—Of William I purchased some fifty acres, some twenty years ago, being a part of this Manton tract. I know that in 1812, when he built his mill I have spoken of, he lived in a house on the fifty acre lot, I purchased, and from that time it was in his possession until he sold it to me. The land of Ray and Daniel was wood land, and I lotted that off into acre lots, and they sold the wood off from it at auction. (I want to correct an error I am in relation to

the eighteen to twenty-five acre lot. A part of it Ray purchased of his brother Duty, I think; I have said it was always in the possession of Samuel and Ray, but I believe Ray bought a part of it of Duty, bought Duty's right.) I have seen and surveyed a plat of land, that was a division of some part of the Mehitable Greene estate, in which a portion was set off to William S. Williams and Isaac Field. That portion was conveyed by deed to Pardon Hunt, and ten acres of it to his son, and some forty odd to myself; this was a portion of the Mehitable Greene land.

I have no other information respecting the possession by Mehitable, Joshua, Samuel, Ray and Daniel, than what I have stated.

William owned another fifty acre lot, which was part of the Manton land, and built a house on it.

Sixteenth Question.—Have you any knowledge or means of knowledge either of the titles of Joshua Greene, and Mehitable and Samuel, or of the transmission of said lands from them, or the character of their possession, other than what you have stated before?

Answer.—I presume the offices of the town clerk's and of the courts, would afford means of knowledge which I have not acquired.

I have none unless I have access to the offices of the town clerk's, and the clerks of the courts.

Seventeenth Question.—Who is now in possession of the land north of the line described by you between Joshua and Mehitable?

Answer.—I have not had a knowledge of that for the last five years, I sold the fifty acres to Arnold A. M. Steere. There is more of it, ten acres, William Greene's guardian sold to Thomas Irons, and Thomas Irons sold it to a stranger. I never can think of the man's name. He bought the fifty acre farm and house; some is in possession of Ray Greene and some in possession of Daniel Greene's heirs. Daniel Greene deceased a number of years ago. Zeba Olney holds some of it, owns the saw-mill lot, where William Greene built the saw-mill, and Elisha Winsor a nephew of mine holds some of it. I think that comprises all that is on the north side.

Eighteenth Question.—Who is in possession on the south side of said line?

Answer.—Arnold A. M. Steere and Elisha Winsor. Elisha occupies a part of the John Greene farm. He is on the north and the south side of the Mehitable and Joshua Greene line as it is called. Both of the great John Greene farms were of the Manton land.

Nineteenth Question.—When you assisted John Greene in surveying said land, was there or was there not a controversy respecting the land between John and Samuel?

Answer.—Yes, there was.

ELISHA S. WINSOR.

Witness Fees, 1 day, $1,50
2 miles, ,10

$1,60

Witness Fees paid by C. F. T.

Sworn to and subscribed before me this tenth day of May, A. D. 1854.

JOSEPH S. PITMAN,
Commissioner.

Twentieth Cross Interrogatory propounded May 15, *by consent of parties.*—Did you give Deeds of Warranty of the lands in Gloucester you sold?

Answer.—Yes.

ELISHA S. WINSOR.

Sworn and subscribed to before me, this fifteenth day of May, A. D., 1854.

JOSEPH S. PITMAN,
Commissioner.

Commissioner's fees, 25 fol.,	$5,00
Administering oath,	,10
	$5,10

CERTIFICATE OF TOWN CLERK OF JOHNSTON.

Town Clerk's Office, Johnston, September 30, 1853.

I certify that on a careful examination of the early records of this Town, (say from 1760 to 1780,) I can find no instance in which appraisers were appointed by the Court of Probate, nor do I find within said time an instance of the appointment of Commissioners to receive and examine the claims of the creditors, by said Court, nor do I find any record of the allowance and settlement of the accounts of Administrators, Executors or Guardians, within said dates.

ROBERT WILSON, Town Clerk.

The Supplemental Answer of Benj. W. Hawkins.

This Defendant, reserving to himself all right of exception to the said Bill of Complaint, for supplemental answer thereto, by leave of the court first had and obtained, says that as he has been informed and believes, all that portion of the tracts of land, which are in the said bill alleged to be in the possession of these Defendants, and which formerly constituted a part of the real estate formerly owned by John Manton in said Bill named, was sold and conveyed on or about the 15th day of July, A. D. 1767, by Josiah King, administrator of the estate of the said John Manton, to Benjamin Waterman, as in said Bill is set forth. And that the same passed by descent

from the said Benjamin Waterman to his son Arthur Waterman, from whom it passed by purchase to the said Wm. B. King, in said Bill named, and through him to this Deft. as mentioned in the answer of this respondent heretofore filed in this case.

And this respondent further says that the said Benjamin Waterman, and all others claiming the said land successively have from the fifteenth day of July, in the year seventeen hundred and sixty-seven, and at all times thereafter, until the time of the filing of said Bill of Complaint, been in the uninterrupted, quiet, peaceable and actual seizen and possession of the said tract of land, claiming the same as their sole proper and rightful estate in fee simple.

And he further says that by the statute of this State, entitled An Act for quieting possessions, and avoiding suits at law, it is enacted that when any person or persons, or others from whom he or they derive their titles, either by themselves, tenants or lessees, shall have been for the space of twenty years in the uninterrupted, quiet, peaceable and actual seizen and possession of any lands, tenements or hereditaments for and during the said time, claiming the same as his or their proper, sole and rightful estate in fee simple, such actual seizen and possession shall be allowed to give and make a good and rightful title to such person or persons, their heirs and assigns forever.

And this Deft. insists upon the said statute and claims the same benefit thereof as if he had pleaded the same.

And this Deft. denies all and all manner of unlawful combination and confederacy wherewith he is by said Bill charged, without this, that there is any other matter, cause or thing contained in the said Bill of Complaint material or necessary for this Deft. to make answer unto, and not herein and hereby well and sufficiently answered, confessed or denied is true to the knowledge or belief of this Defendant. All which matters and things this Deft. is ready and willing to aver, maintain and prove as this Court shall direct.

And he prays that he may be hence dismissed with his reasonable costs and charges in this behalf sustained.

BENJ. W. HAWKINS.

Sworn to before me this fifteenth day of November, 1854.

HENRY PITMAN,
Cl'k Cir. Court.

Filed November 15, 1854.

(*A.*)

DEED.

Arthur Waterman to Saml. Greene.

To all people to whom these presents shall come. I, Arthur Waterman, now residing in Glocester, in the county of Providence, in the State of Rhode Island, &c., yeoman, for and in consideration of the sum of two hundred and three dollars and sixteen cents to me

in hand paid by Samuel Greene, of Johnston, in the county and State aforesaid, yeoman, the receipt whereof I do hereby acknowledge, have given, granted, conveyed and confirmed, and by these presents do freely, fully and absolutely give, grant, bargain, sell, convey and confirm unto him the said Samuel Greene, his heirs and assigns forever, a certain lot of land, containing three acres, three quarters and eleven rods, situate, lying and being in said Johnston, and is part of the Homestead farm of my honored father, Benjamin Waterman, late of said Johnston, deceased, and lies on the easterly side of the road, and is bounded as follows, to wit: Beginning at a chesnut stump, thence north fifty-six degrees, east six rods and five links to a stake and stones, being a corner of Patience Thornton's lot, thence north fourteen degrees, west twenty-seven rods to a heap of stones, another bound of Patience Thornton's lot, thence south eighty-four degrees and three-quarters west, bounding on land belonging to the said Samuel Greene, thirty-five rods to a stake and heap of stones, thence south twenty-five degrees and three-quarters, east eleven rods and ten links to a stake, and from thence a straight line to the first-mentioned bound, or, however otherwise the same may be bounded or reputed to be bounded, it is part of the same lot that was set off and divided unto me out of the Homestead farm of my said honored father, as by the plat thereof filed of record in the Town Clerk's office of said town of Johnston, reference thereto being had may more fully appear.

To have and to hold the said granted and bargained premises with the appurtenances thereof to him the said Samuel Greene, his heirs and assigns, to his and their only proper use, benefit and behoof forever.

And I, the said Arthur Waterman, for myself, my heirs, executors and administrators, do avouch myself to be the sole and lawful owner of the said granted premises, and that they are free from all incumbrances whatsoever forever, to warrant, secure and defend by these presents.

And I, Phebe Waterman, wife of the said Arthur Waterman, do by these presents give, yield up and surrender all my right of dower and power of thirds in the said granted premises, to him, the said Samuel Greene, his heirs and assigns forever.

In witness whereof, we, the said Arthur Waterman and Phebe Waterman have hereunto set our hands and seals this seventh day of February, Anno Domini 1801.

ARTHUR WATERMAN. [L. S.]

her
PHEBE + WATERMAN, [L. S.]
mark.

Signed, sealed and delivered in presence of

ABRAHAM WINSOR,
NATHL. WADE.

Providence, sc.

The day and year above written personally appeared Arthur Waterman, the signer to the above instrument, and acknowledged the same to be his free act and deed, before me,

NATHL. WADE,
Jus. Peace.

Rec'd for record Feb'y 8, 1801, at ½ past 4 o'clock, P. M., and recorded accordingly, by

JOSHUA ANGELL,
T. Clerk.

TOWN CLERK'S OFFICE, *Johnston, Nov. 15th*, 1854.

A true copy of the deed recorded in Book 3, page 362, Record of Deeds, Johnston.

Attest: ROBERT WILSON,
Town Clerk.

(*B.*)

DEED.

Wm. B. King to Sam'l Greene.

Know all people by these presents that I, William B. King, of Johnston, in the County of Providence, the State of Rhode Island and Providence Plantations, Esquire, for and in consideration of the sum of one hundred and twenty-five dollars already in hand to my full satisfaction received, and well and truly paid by Samuel Greene of the same town, county, and State aforesaid, Yeoman, have bargained, sold, and conveyed, and by these presents do bargain, sell, and convey unto him, the said Samuel Greene, his heirs and assigns forever, one lot or parcel of meadow land in said Johnston, and a part of the homestead farm that belonged to Benjamin Waterman of said Johnston, deceased, and lyeth easterly from the dwelling-house on said homestead, beginning at a stake in said meadow, eastward of the barn or bound of said Greene's land that he bought of Arthur Waterman or bound also of the widow's thirds, thence south five degrees east with said thirds, twenty rods to a stake and stones south, sixty-four degrees east, nine rods eleven and a half links to a stake, running this distance with the grantor's land, thence south eighty degrees east, with the grantor's land twelve rods 7 links to the noted chestnut stump, a bound also of Thornton's land, thence a straight line to the first-mentioned bound, containing one acre and one half, be the same more or less. To have and to hold the said granted and bargained premises, with all the privileges and appurtenances thereunto belonging or in anywise appertaining unto him, the said Samuel Greene, his heirs and assigns forever. And I, the said Wm. B.

King, for myself, my heirs, executors, and administrators, do hereby covenant and engage to and with the said Samuel Greene, his heirs and assigns, that at and before the ensealing and delivery hereof I am the sole and rightful owner of the premises, that I have good right to convey them as aforesaid, that they are free of all incumbrances, and that I will warrant and defend the same againust the lawful claims and demands of all persons. In witness whereof I, the said William, and I, Welthan, wife of the said William, in testimony of relinquishing my right of dower in the premises, have hereunto set our hands and seals this fourteenth day of April, in the year of our Lord one thousand eight hundred and one.

WILLIAM B. KING. [L. S.]
WELTHAN KING. [L. S.]

Signed, sealed, and delivered in presence of us.

CALEB JENCKS.
EDWARD FENNER.

Received for record April 19, A. D. 1801, at 8 o'clock, A. M., and recorded accordingly by me.

JOSHUA ANGELL,
T. Clerk.

PROVIDENCE, *sc.*

In Johnston, the 14th day of April, A. D. 1801, personally appeared Wm. B. King, Esq., subscriber to the above and aforewritten instrument, and acknowledged the same to be his voluntary act and deed. Before me.

CALEB JENCKS,
Jus. Peace.

TOWN CLERK'S OFFICE, *Johnston, Nov. 15th,* 1854.

A true copy of the deed recorded in Book No. 3, page 385, of the record of deeds of the town of Johnston.

Attest, ROBERT WINSOR,
Town Clerk.

C.

Deed. Arthur Waterman to Wm. B. King.

Know all men by these presents, that I, Arthur Waterman, of Madison, in the County of Geanger, and State of Ohio, Yeoman, in consideration or the sum of one hundred and forty dollars, to me paid to Wm. B. King, of Johnston, in the County of Providence, and State of Rhode Island, Esquire, the receipt whereof I do hereby acknowledge, have remised, released, and forever quit claimed, and do by these presents remise, release, and forever quit claim unto the said Wm. B. King, his heirs and assigns forever, the undivided one-

fourth part of a certain lot of land situate in said Johnston, on the westerly side of the highway leading from Triptown, so called, to the Providence and Norwich turnpike road, and bounding easterly by said highway, northerly by land of Samuel Greene, westerly and southerly by land of the said Wm. B. King, together with all the buildings and improvements thereon, containing by estimation six acres. And also one other lot of land situate on the easterly side of the highway above mentioned in said Johnston, and bounded westerly by said road, southerly by land of the said William B. King, easterly by land of Samuel Greene, and northerly by land of Christopher Wilkinson; containing by estimation four acres. And also one other lot of land in said Johnston, situated on the west side of Wonasquetucket river, bounded easterly by said river, northerly by land of Jabez Olney, westerly and southerly by land of the heirs of Abner King, deceased, containing by estimation three acres, or however otherwise the said lots of land and buildings may be described, they all together constitute the lawful right of Dower of my Hon'd mother, Catharine Waterman, late of said Johnston, deceased, as set off to her and reported by a Committee appointed to divide the estate of my Hon'd Father, Benjamin Waterman, deceased, as by reference to said report of the said Committee, on file in the Town Clerk's Office in said Johnston, will more fully appear. To have and to hold the same, with all the privileges and appurtenances to the same belonging, to him the said Wm. B. King, his heirs and assigns forever.

In Witness of which I, the said Arthur Waterman, have hereunto set my hand and seal this eighth day of January, A. D. 1818, and of our Independence of the United States of America the forty-second.

ARTHUR WATERMAN. [L. S.]

In presence of
ABR'M BELKNAP, JR.,
JOSHUA REMINGTON.

PROVIDENCE, *sc.*

In JOHNSTON, *Jan'y 8th*, 1818.

In person appeared Arthur Waterman, subscriber to the within instrument, and acknowledged the same to be his free act and deed, hand and seal.

Before me,

BENJ'N WHIPPLE,
T. Clerk.

Received for record February 5th, A. D. 1818, at 10 o'cl'k, A. M., and recorded accordingly, by

BENJ'N WHIPPLE,
Town Clerk.

Act of General Assembly for quieting Possession.

Act of 1728.

Whereas, there is an Act made and passed in this Colony in the ninth year of the reign of Queen Ann, entitled An Act for quieting of possessions and avoiding suits at law, and therein is no provision made for saving the rights of persons having any estate in remainder or reversion expectant or depending in lands, tenements, &c., after the end or determination of an estate for years, life, &c.

For amendment whereof for the future, it is enacted by the General Assembly, and by the authority of the same, that neither the aforesaid act of Assembly, nor anything therein contained, shall extend, or be construed or deemed to extend, to bar any person or persons having any estate in remainder or reversion, expectant or depending, in any lands, tenements, or hereditaments, after the end or determination of estate for years, life or lives, such person or persons pursuing his or their title by due course of law, within ten years after his, her or their right of action accrues, anything contained in the aforesaid act to the contrary notwithstanding."

Deposition of Samuel Pearce, in perpetuity.

I, Samuel Pearce, of Tryalville, in the State of North Carolina, but now resident of Johnston, in the county of Providence, testify and say, that upwards of twenty years ago, I was crossing the farm in the possession of Benjamin Waterman, in Johnston. I saw him on his farm, and fell into conversation with him about his suit, that they were going to sue him or had sued him; however, he appeared to be in trouble about it. I then asked him for what reasons, and he said that Josiah King, Esquire, had done nothing right about the estate, and I understood Mr. King was administrator upon the estate of John Manton, late of Johnston, deceased, and he then represented to me by saying it was a great cheat, and that it would all be broke up; and by conversation, I understood said Benj. Waterman had had something to do with the estate, but that it had not been in his power to have done in the business or settling the estate, as he would have wished to have done; that his wife died before John Manton died; that he did not think he had power to act.

Question by Lemuel H. Arnold, Esquire, for and in behalf of Wm. B. King, of Johnston, in the county of Providence, Esquire.

What relation are you to John Manton, of Johnston, deceased?

Answer. He was my grandfather.

Question by same. Did your father and mother acquit all the interest in the John Manton estate except the fifty acres?

Answer. It was said so by the people.

Question by the same. Who was present when you had this conversation with Benjamin Waterman?

Answer. No one but myself, as I recollect.

Question by the same. Do you consider yourself concluded by that conveyance?

Answer. I do not know.

SAMUEL PEARCE.

STATE OF RHODE ISLAND,
and Providence Plantation.

Providence, *sc.*

PROVIDENCE, *September 3d, A. D.* 1818.

Then came Samuel Pearce, subscriber to the foregoing deposition, before me, Wheeler Martin, Chief Justice of the Court of Common Pleas for the County of Providence, and was duly engaged, and carefully examined and sworn to testify the whole truth, and swore said deposition contained the whole truth, and nothing but the truth. Said deposition was reduced to writing by the subscriber, and taken by the request of Christopher Wilkinson and Ann Wilkinson, of Smithfield, in the County of Providence, in *perpetuam rei memoriam*, and to be used in an action pending before the Court of Common Pleas for the County of Providence, wherein Christopher Wilkinson and his wife Ann Wilkinson are plaintiffs, and Jabez Olney of Providence, in the County of Providence, is defendant. Jabez Olney, William B. King, Samuel W. King and Samuel Green were notified of taking this deposition, and Wm. B. King, by his attorney Lemuel H. Arnold, did attend and put interrogatories to the deponent.

Witness, WHEELER MARTIN,
Chief J. C. C. Pleas.

C. Harris' fees,	
Town Sergeant,	$1,85
Justice fees and citation and summons,	50
Deposition,	1,25
	$3,60

Ap'l 26, 1819, opened in Court of Reference.

E. MATHEWSON.

Providence, sc:

CLERK'S OFFICE.

Court of Common Pleas.

October 17, 1854.

I certify the aforegoing to be a true copy of the original deposition of Samuel Pearce on file in this office, in the case of Christopher Wilkinson, Plaintiff, and Jabez Olney, defendant, dis-

posed of December Term of said Court, A. D. 1819, upon rule and report.

AMASA S. WESTCOTT,
Clerk.

To the Hon. Court of Common Pleas for the County of Providence. Herein is enclosed the deposition of Sam'l Pearce, to be used before said court at the December Term of said court 1818, taken in *perpetuam rei memoriam*, to be used in an action therein pending wherein Christopher Wilkinson is Plaintiff vs. Jabez Olney is defendant: taken and sealed up by

WHEELER MARTIN,
C. J. C. C. Pleas.

A true copy.

Attest, AMASA S. WESTCOTT,
Clerk.

Decree.

RHODE ISLAND DIST., SC.

Circuit Court United States.

November Term, 1854.

This cause came on to be heard at this term and was argued by Counsel, and thereupon upon consideration thereof it was ordered, adjudged and decreed—

That the said Bill be dismissed with costs for the respondents.

Entered by order of the Court as the Decree thereof.

HENRY PITMAN, *Clerk.*

From which Decree the Complainants in open court make the following appeal to the Supreme Court of the United States.

Appeal.

The appellant in the above entitled cause appeals from the decree of the Circuit Court, holden at Providence within and for the District of Rhode Island on the 15th of November 1854, rendered against her on the 25th of said month in favor of the appellees, because said decree is manifestly erroneous and ought to be reversed.

Wherefore she appeals by her solicitor,

DEXTER RANDALL.

November Term, 1854.

Allowed, JOHN PITMAN,
District Judge.

Bond.

RHODE ISLAND DISTRICT, sc:

Know all men by these presents That Elizabeth Moore of Genoa in the County of Cayuga and State of New York as principal, and William M. Smith of Johnston and John Wilkinson of Providence, both in the county of Providence and State of Rhode Island and Providence Plantations, as surety, are held and firmly bound unto Benjamin W. Hawkins and Ray Greene both of Johnston in the county of Providence and State of Rhode Island, and citizens of said State, in the sum of Two hundred Dollars, to the payment of which sum unto the said Benjamin Hawkins and Ray Greene their executors and administrators we bind ourselves our executors and administrators by these Presents.

The condition of the above obligation is as follows: Whereas, at the November Term of the Circuit Court of the United States for the first circuit, begun and holden at Providence, within and for the Rhode Island District, on the fifteenth day of November, A. D. 1854, in a certain cause in Equity, wherein the said Elizabeth Moore was complainant, and the said Benjamin Hawkins and Ray Greene were respondents, a Decree was rendered therein dismissing said Bill, from which decree the said Elizabeth Moore has appealed from said Circuit Court to the Supreme Court of the United States, now holden at Washington, in the District of Columbia, on the first Monday of December next.

Now, therefore, if the said Elizabeth Moore shall prosecute her said appeal with effect before said Supreme Court of the United States, and shall well and truly pay all such costs and damages as shall be adjudged for her to pay by said Supreme Court or by said Circuit Court, by reason of said appeal, then the before written obligation shall be void and of no effect, otherwise it shall remain in full force and effect.

Sealed with our seals, and dated this eleventh day of January, A. D. eighteen hundred and fifty-five.

ELIZABETH MOORE. [L. S.]

Witness,

DEXTER RANDALL, }
HENRY PITMAN. }

By JAMES W. SMITH,
WILLIAM WILKINSON, and
HORACE THORNTON,
Her Att'y.

WILLIAM M. SMITH. [L. S.]
JOHN WILKINSON. [L. S.]